

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) NA
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Public Utilities	DATE: 2/1/2016
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SUBJECT: Authorization to execute a contract with Ziksana Consulting Inc. (Bid# 10066915-16-H) for As-Needed Consulting Services for the Public Utilities Department Leadership Development Program

PRIMARY CONTACT (NAME, PHONE): Bennett Lewis ,(858-654-4211) MS 901	SECONDARY CONTACT (NAME, PHONE): Ann Scott-Hurst , (858-654-4426) MS 901
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COMPLETE FOR ACCOUNTING PURPOSES

FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00



FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): The total not to exceed amount of the As-Needed Consulting Services agreement is \$490,780.

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	ORIG DEPT.	Crane, Thomas	02/10/2016
Equal Opportunity Contracting	CFO		
Financial Management	DEPUTY CHIEF	Gomez, Paz	06/10/2016
Comptroller	COO		
Liaison Office	CITY ATTORNEY		
	COUNCIL PRESIDENTS OFFICE		

PREPARATION OF: RESOLUTIONS ORDINANCE(S) AGREEMENT(S) DEED(S)

1. Authorizing the Mayor, or his designee, to execute an agreement with Ziksana Consulting Inc. to provide as-needed Consulting Services for the development and delivery of a Public Utilities Department Leadership Development Program, for an amount not to exceed \$490,780 over a five (5) year contract duration, contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer; and

2. Authorizing the Chief Financial Officer to expend a cumulative amount not to exceed \$490,780, of which \$240,482 is from Water Utility Operating Fund 700011, \$88,341 is from Muni Sewer Revenue Fund 700000 and \$161,957 is from Metro Sewer Utility Fund 700001 for the purpose of funding this Agreement, contingent upon adoption of the Annual Appropriation Ordinance for the applicable fiscal year, and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

STAFF RECOMMENDATIONS:

Approve Requested Actions

SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)

COUNCIL DISTRICT(S): Citywide

COMMUNITY AREA(S): Citywide

ENVIRONMENTAL IMPACT: This activity is not a “project” and therefore exempt from CEQA guidelines section 15060C3.

**CITY CLERK
INSTRUCTIONS:**

**COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO**

DATE: 2/1/2016

ORIGINATING DEPARTMENT: Public Utilities

SUBJECT: Authorization to execute a contract with Ziksana Consulting Inc. (Bid# 10066915-16-H) for As-Needed Consulting Services for the Public Utilities Department Leadership Development Program

COUNCIL DISTRICT(S): Citywide

CONTACT/PHONE NUMBER: Bennett Lewis /(858-654-4211) MS 901

DESCRIPTIVE SUMMARY OF ITEM:

This action is to approve an agreement with Ziksana Consulting Inc. in the amount of \$490,780. The agreement will provide a specialized utility skill-building and culture-improving Leadership Development Program (LDP) to invest in the Department's workforce and culture.

STAFF RECOMMENDATION:

Approve Requested Actions

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

The Public Utilities Department (PUD) is expected to lose at least 20% of its workforce due to expected retirements in the next three (3) years. It is incumbent upon the Department leadership to plan for this exodus. The Leadership Development Program (LDP) will help mitigate the impact of this impending knowledge drain through this skill-building and culture improving program. Through this leadership and organization development program, the Department is investing in its workforce and its culture through improving employee leadership skills and business acumen, by nurturing a one-Department and one-City mindset, and by reinforcing the newly developed vision, mission and Brand commitments.

The LDP will help develop employees at all levels within the organization by offering Field-Plant Leadership Academies and Non-Field Leadership Academies. The Field Academy will include a diverse group of employees representing major Operations and Maintenance segment of the Department. The Non-Field Academy will include a diverse group of employees representing each major business and operational segment of the Department.

Ten (10) Academies will be offered over a five-year period to an estimated 300 employees. Five (5) of the Leadership Academies will be for "Field/Plant" employees, and five (5) of the Academies will be for "Non-Field" employees. The course content is based on internal and external benchmarking results, and will provide employees with a unique opportunity to develop leadership skills and grow. The LDP will broaden employees' understanding of the changing roles and skills of management and leadership, enhancing their skills in identified core competencies needed to be an effective Utility leader, and building the Utilities' bench strength through intensive, competency-based and feedback-rich training.

Both Academies will be customized to meet the needs and operational realities of the organization and provide feedback-rich learning opportunities via a variety of assessment instruments. Some examples of tailored content and course design include real-work projects,

water industry-specific scenario planning activities and case studies, and an industry tour, such as a visit to other local utilities and/or agencies. There will be opportunities for two-way communication with Department Leader panels and presenters on topics such as Living the Department Brand Commitments of Quality, Value, Reliability and Service, Employee Opinion Survey (EOS) results, and the Departments newly developed 5-year Strategic Plan.

The Field Leadership Academy will focus on the development of plant and field-based leadership skills for field crew leaders, supervisors, and for workforce members who are good candidates to become future crew leaders. It is proposed that the Field Leadership Academy will consist of seven days, delivered over an eight-week period, with the first and last days being full days, and days 2 through 6 being half-day sessions. Examples of competencies that will be emphasized in the Field Academy include: Transitioning from Buddy to Boss; Leading by Example; Accountability to Time and Quality of Work; Comfort with and Ability to Implement Discipline; Best Practices in Crew Leadership and Supervision Skills; Communication and Conflict-Management Skills; Creating a Highly-Engaged and Empowered Workforce and an Inclusive Culture; Coaching for Peak Performance and Productivity; Tailgate Meeting Leadership and Facilitation Skills; and Change Resilience Skills.

The Non-Field Leadership Academy is intended for second-line supervisors and above, and workforce members who are good candidates to become second-level supervisors. It is proposed that the Non-Field Leadership Academy will consist of eight full days, delivered over an eight week period, covering core competencies to be determined collaboratively by the Utilities Leadership Development Program staff and Department management, with input from the consulting firm. The curriculum will also be customized to the Department, and will provide feedback-rich learning opportunities via a variety of assessment instruments. The following are top Leadership Competency Categories identified in a Leadership Skills Needs assessment, and approved by the Department's Executive Team: Admirable Leadership; Developing High Performing Teams; Communication and Conflict Management Skills; Performance Management, Coaching and Development of Others; Leading and Managing Change; Empowering Yourself and Others; Creating a Highly-Engaged Workforce and an Inclusive Culture; Strategic Thinking and Planning; Enhancing Emotional Intelligence, and: Effective Presentation and Business-writing Skills.

Through a formal leadership development program, the Public Utilities Department expects to maintain the continuity necessary to meet its mission of providing reliable and sustainable water and wastewater services to City residents.

CITY STRATEGIC PLAN GOAL(S)/OBJECTIVE(S):

Goal # 1: Provide high quality public service

Objective # 4: Ensure all proper tools are in place so that employees can achieve high quality public service

FISCAL CONSIDERATIONS:

The total amount not to exceed for the Ziksana Consulting Inc. contract for as-needed Consulting Services is \$490,780. Funds are, or will be, available in the amount of \$240,482 in the Water Utility Operating Fund 700011, \$88,341 in the Muni Sewer Revenue Fund 700000, and

\$161,957 in the Metro Sewer Utility Fund 700001, contingent upon adoption of the Annual Appropriation Ordinance for the applicable fiscal year, and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

Services to be provided on an as-required basis.

EQUAL OPPORTUNITY CONTRACTING INFORMATION:

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance number 18173, Section 22.2701 through 22.2702) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

Funding Agency: City of San Diego

Goals: 20% Voluntary (MBE/WBE/DBE/DVBE/OBE)

Sub-consultant Participation: \$0

Certified Firms (100% SLBE)

Other: Work Force Report submitted along with an Equal Opportunity Plan. Staff will monitor plan and adherence to Nondiscrimination Ordinance

PREVIOUS COUNCIL and/or COMMITTEE ACTION: N/A

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: N/A

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

The Independent Rates Oversight Committee (IROC) voted unanimously on January 19, 2016 to support the Department's proposed Leadership Development Program. The Local 127 and the MEA have also informed the Department that they support the Department's proposed Leadership Development Program.

Crane, Thomas

Originating Department

Gomez, Paz

Deputy Chief/Chief Operating Officer

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO
EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE:
June 1, 2016

SUBJECT: Authorization to Execute a Contract with Ziksana Consulting, Inc. (Bid# 10066915-16-H) for As-Needed Consulting Services for the Public Utilities Department Leadership Development Program

GENERAL CONTRACT INFORMATION

Recommended Consultant: Ziksana Consulting, Inc. (ELBE/MBE, Asian American M)
Amount of this Action: \$490,780.00 (Not to Exceed)
Funding Source: City of San Diego
Goals: 20% Voluntary (SLBE-ELBE)

SUBCONSULTANT PARTICIPATION

	<u>This Action</u>	<u>Percent</u>
Watz Productivity (Not Certified, Cauc. M)	\$200,000.00	40.75%
Recreate Strengths (Not Certified, Cauc. M)	\$ 60,000.00	12.23%
Total Certified Participation	\$ 0.00	0.00%
Total Non-Certified Participation	\$260,000.00	52.98%
Total Sub-Consultant Participation	\$260,000.00	52.98%

*Participation percentage calculation based on listed commitment levels in original bidding document and total contract amount.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

Ziksana Consulting Inc. submitted a Work Force Report for their San Diego County employees dated, September 28, 2015 indicating 5 employees in their Administrative Work Force.

The firm has fewer than 15 employees and therefore, is exempt from the employment category goals.

This agreement is subject to the City's Equal Employment Opportunity Outreach Program (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

ADDITIONAL COMMENTS

(10066915-16-H)

MR



City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Ziksana Consulting Incorporated

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 1510 Ynez PlaceCity: Coronado County: San Diego State: CA Zip: 92118Telephone Number: (619) 354-8326 Fax Number: () _____Name of Company CEO: Akshay Sateesh

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: () _____ Fax Number: () _____

Type of Business: Professional Development Consulting Type of License: _____The Company has appointed: Akshay Sateesh

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 1510 Ynez Place, Coronado, CA 92118Telephone Number: (619) 354-8326 Fax Number: () _____ One San Diego County (or Most Local County) Work Force - Mandatory Branch Work Force * Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Ziksana Consulting Inc.

(Firm Name)

San Diego, CA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 28 day of September, 2015(Signature)
(Authorized Signature)AKSHAY SATEESH
(Print Authorized Signature Name)

NAME OF FIRM: Ziksana Consulting Inc. DATE: September 28, 2015
 OFFICE(S) or BRANCH(ES): Coronado, CA COUNTY: San Diego

I. INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial												1	1	
Professional			1											
A&E, Science, Computer														
Technical					1									
Sales														
Administrative Support												1		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column			1		1							2	1	
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Grand Total All Employees 5

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

NAME OF FIRM: Ziksana Consulting Inc. DATE: September 28, 2015

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

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- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column														
Grand Total All Employees														
Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:														

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

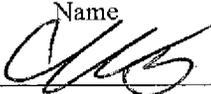
CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: Ziksana Consulting Inc.

Certified By Akshay Sateesh Title President

Name

 Signature

Date 9/29/15

USE ADDITIONAL FORMS AS NECESSARY

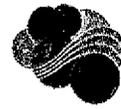


EQUAL OPPORTUNITY EMPLOYMENT

- Ziksana Consulting is a Minority Owned Small Business, and as such, has not had the opportunity to expand its workforce beyond its core team, which has diversity in gender and race. When selecting independent contractors, Ziksana Consulting seeks to work with the best candidates available, regardless of that person's race, color, religion, sex, sexual orientation, gender identity or national origin, and we partner only with organizations who pledge to do the same.

COMMUNITY ACTIVITIES

- Ziksana Consulting participates in the local chapters of the Association of Training and Development, and Organizational Development Network through local mixers and 'Lunch and Learn' programs.
- Ziksana Consulting offers a free public monthly event called PlayTank™, a gathering and immersion of play and its application to people's personal and professional lives.
- Since 2012, Ziksana Consulting has conducted workshops on developing relationships for the United Cerebral Palsy organization to support Project College, a program designed to prepare students with autism and cerebral palsy for college.



ZIKSANA
play to learn learn to lead

PRINCIPAL PLACE OF BUSINESS:

Ziksana Consulting
1510 Ynez Place
Coronado, CA 92118

City of San Diego



**Small Local Business Enterprise (SLBE)
Program Certification**

Ziksana Consulting

Emerging Local Business Enterprise (ELBE)

General Services

(NAICS: 611430)

Certification Number: 14ZC1280

Effective: 9/25/2015 - 9/25/2017

A handwritten signature in black ink, appearing to read "H. Foster III", written over a horizontal line.

Henry Foster III
Equal Opportunity Contracting
Program Manager

City of San Diego
Human Resources Department
Request for Human Resources Approval for Purchase Requisition
(Contracting Out Review Request Form)

RECEIVED
JUN 25 2015

Requesting Department: Public Utilities Department **BY:**

Vendor Name: n/a

Purchase Requisition #: n/a

Department Contact: John Gavares & Liz Barat

Date of Request: _____

Contract Amount: \$ 500,000.00 **SUB**

NOTE: Please provide a brief description of the activity/services requested and what contract work the contract would be doing. In addition, please be specific as to the location for the services.

Please submit request to HumanResources@saniego.gov or MS 56L

<u>Question</u>	<u>Department Response</u>
<p>What is the contract for?</p>	<p>This contract will be for hiring a consultant for delivery and facilitation of a leadership development program to provide Public Utilities-specific leadership training sessions for up to 10 Academies over 5 years, and 300 employees.</p> <p>See the attachment for department-specific content and rationale for academies.</p>
<p>Are City employees currently performing any of the work?</p>	<p>Some City staff are currently administering and may be delivering portions of the City-wide leadership development program.</p>
<p>Will any City employees be displaced as a result of this contract/bid?</p>	<p>No City employees will be displaced as a result of this contract. This program is designed to augment the full-service organization effectiveness activities that are currently being conducted within Public Utilities.</p>

<p>If this is a renewal of an existing contract, how long have these services been contracted out?</p>	<p>n/a</p>
<p>Is this a Public Works Contract? (construction, reconstruction or repair of City buildings, street or other facilities)</p>	<p>n/a</p>
<p>Is this a Tenant Improvement?</p>	<p>n/a</p>
<p>Was another department contacted to determine if they can or do perform this service (i.e. Streets, Facilities, etc.)? If so, please attach communication.</p>	<p style="text-align: right;">ATTACH FILE</p> <p>Currently, there is a City-wide management academy, which has some similar features to the program and contract we are proposing. The City-wide Management Academy accommodates 4-6 PUD employees per year and focuses on broad leadership skills and professional networking across City departments.</p> <p>See the attachment for <u>department-specific content</u> and rationale for academies and email correspondence.</p> <p><i>* This focuses on the Dept specific requirements and is not the same as the Citywide Management Academy & this does not take the place of the attachment Academy</i></p>

NOTE: If a public works construction contract and over \$100k, see City Charter Section 94.

<p>HUMAN RESOURCES DEPARTMENT USE ONLY</p>	
<p>Based on the Department's representation, this contract is from a labor relations perspective.</p> <p><i>[Signature]</i></p> <p>_____</p> <p>Human Resources Department Liaison</p>	<p><input checked="" type="checkbox"/> APPROVED</p> <p>_____</p> <p><i>6/25/15</i></p> <p>_____</p> <p>Date</p>



CITY OF SAN DIEGO
PURCHASING & CONTRACTING DEPARTMENT
 1200 Third Avenue, Suite 200
 San Diego, CA 92101-4195

REQUEST FOR PROPOSALS (RFP)/CONTRACT (COVER SHEET)
ADDENDUM A

Consultant: As needed Consulting Services for Leadership Development Program
Solicitation Number: 10066915-16-H
Solicitation Issue Date: August 25, 2015

Proposal Due Date and Time (Closing Date): 4:00 p.m. Pacific Time on September 29, 2015

Contract Term: As may be required for a period of five (5) years from Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.

City Contact: Viviana Hening, Principal Procurement Specialist, vhening@sandiego.gov

Recommended Pre-Proposal Conference: September 9, 2015 at 10:00 am at 1200 3rd Avenue – Suite 200, Conf Room 1, San Diego, CA 92101

Questions and Comments Due: No later than September 16, 2015 at 5:p.m.

The City's Standard Payment Terms are Net 30 Days. Proposers may offer other payment terms (e.g., 2% 20 days) but such terms will not be considered in making the award decision. If different terms are offered, the City retains the option of making payment(s) based on these terms.

State delivery time: _____ days after receipt of order. Discounted terms offered: _____ % _____ Days.

Duration of Offer: By submitting a proposal, the proposer guarantees that the offer is firm for ninety (90) calendar days commencing the day following the Closing Date. Proposer agrees to accept a resulting contract subject to the terms and conditions stated herein. If an award is not made during that period, proposer's offer shall automatically extend for another ninety (90) calendar days unless the proposer indicates otherwise in writing thirty (30) calendar days prior to the end of the first ninety (90) calendar day period to the City Contact.

Proposer Ziksana Consulting Incorporated
 Street Address 1510 Ynez Place
 City Coronado, CA 92118
 Telephone No. 619-354-8326
 E-Mail akshay@ziksanaconsulting.com

IF PROPOSER'S OFFER IS ACCEPTED BY THE CITY, THIS IS THE CONTRACT. Proposer is required to sign this document and return four (4) originals and six (6) copies of their proposal in sealed envelopes or cartons to the City Contact. Proposer shall also include an electronic copy of their proposal. Proposer agrees to furnish and deliver all goods and/or provide all services set forth or otherwise identified above subject to the terms and conditions specified herein. An original signature below is required. By signing below, the signer declares under penalty of perjury that she/he is authorized to sign this document and bind the proposer to the terms of this Contract.

Signature of Proposer's Authorized Representative	Signature of the City of San Diego Purchasing Agent	Approved as to Form City Attorney
<u>Akshay Sateesh</u>		
Print Name	Print Name	Print Name
<u>President</u>		
Title	Title	Title
Signature	Signature	Signature
<u>September 29, 2015</u>		
Date	Date	Date

A

EXCEPTIONS TO CONTRACT

- Ziksana Consulting Incorporated has no exceptions or red lines to the General Contract Terms and Provisions attached to this Request For Proposal.

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a bidder or proposer has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Respondents must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render the bid or proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

A. BID/PROPOSAL/SOLICITATION TITLE:

As Needed Consulting Services for Leadership Development Program

B. BIDDER/PROPOSER INFORMATION:

<u>Ziksana Consulting Incorporated</u>			
Legal Name	Coronado	DBA	92118
<u>1510 Ynez Place</u>	City	<u>CA</u>	State
Street Address	City	State	Zip
<u>Akshay Sateesh, President</u>	<u>619-354-8326</u>		
Contact Person, Title	Phone	Fax	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
 Yes No

If Yes, use Attachment "A" to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

If Yes, use Attachment "A" to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment "A" if more space is required.

Corporation Date incorporated: 01/03/2013 State of incorporation: California
 List corporation's current officers: President: Akshay Sateesh
 Vice Pres: _____
 Secretary: _____
 Treasurer: _____

Is your firm a publicly traded corporation? Yes X No

If Yes, name those who own ten percent (10 %) or more of the corporation's stocks:

Limited Liability Company Date formed: ___/___/___ State of formation: _____

List names of members who own ten percent (10%) or more of the company:

Partnership Date formed: ___/___/___ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: ___/___/___

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: ___/___/___

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture must complete a separate *Pledge of Compliance*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes No

If Yes, use Attachment "A" to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes No

If Yes, use Attachment "A" to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes No

If Yes, use Attachment "A" to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If Yes, use Attachment "A" to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

6. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Bank of America

Point of Contact: _____

Address: 1139 Orange Avenue, Coronado, CA 92118

Phone Number: 619-522-8600

7. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If Yes, use Attachment "A" to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If Yes, use Attachment "A" to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If Yes, use Attachment "A" to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If Yes, use Attachment "A" to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If Yes, use Attachment "A" to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Company Name: Qualcomm Inc.

Contact Name and Phone Number: Victor Dumeige, (858) 845-6987

Contact Email: vdumeige@qualcomm.com

Address: _____

Contract Date: August 20, 2013

Contract Amount: \$65,000 / year

Requirements of Contract: _____

Company Name: MARS Incorporated

Contact Name and Phone Number: David Jacobson, 858.922.2000

Contact Email: djacobson@goalsuccess.com

Address: _____

Contract Date: August 2013

Contract Amount: \$75,000 / year

Requirements of Contract: _____

Company Name: CoreLogic

Contact Name and Phone Number: Mandy Clark, (949) 214-0570

Contact Email: maclark@corelogic.com

Address: _____

Contract Date: June 13, 2015

Contract Amount: \$10,000

Requirements of Contract: _____

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes No

If **Yes**, use Attachment "A" to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes No

If **Yes**, use Attachment "A" to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If **Yes**, use Attachment "A" to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

I. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? Yes No If Yes, use Attachment "A" to explain the specific circumstances of each instance. Include the entity involved, the specific transaction(s), dates, outcome, and current status.

J. STATEMENT OF SUBCONTRACTORS:

Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment "A" if additional pages are necessary. If no subcontractors will be used, please write "Not Applicable."

Company Name: Watz Productivity

Contact Name and Phone Number: Chris Watz, 619-569-8062

Contact Email: chriswatz@gmail.com

Address: _____

Contract Date TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Fulfill design and delivery of leadership development program

What portion of work will be assigned to this subcontractor: 50% of Design & Delivery of contract

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: reCreate Strengths

Contact Name and Phone Number: Sarah Davis, 678-787-1700

Contact Email: sarah@recreatestrengths.com

Address: _____

Contract Date TBD

Sub-Contract Dollar Amount: TBD

Requirements of Contract: Fulfill delivery of leadership development program

What portion of work will be assigned to this subcontractor: 20% of delivery

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

K. STATEMENT OF AVAILABLE EQUIPMENT:

List all necessary equipment to complete the work specified. Use *Pledge of Compliance Attachment "A"* if additional pages are necessary. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San Diego reserves the right to reject any response when, in its opinion, the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period.

If no equipment is necessary to complete the work specified, please write "Not Applicable."

Equipment Description: Not Applicable

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

L. TYPE OF SUBMISSION: This document is submitted as:

XX Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated ____/____/____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

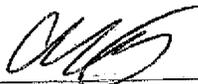
(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Akshay Sateesh, President

Name and Title



Signature

9/24/2015

Date

**City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Akshay Sateesh, President

Print Name, Title



Signature

9/24/2015

Date

Main | Documents | Signature | Submit | Q & A | Utilities | Cert List

Ziksana Consulting Inc.

Application status: Submitted, Pending Receipt

Application Type: Fast Track Process Application

Application started: 9/17/2015

Application Number: 7498063

Submitted: 9/23/2015

Print to Printer

Print to PDF File

Certification Application Information

Application Type	Fast Track Process Application
Certifying Agency	Supplier Clearinghouse
Business Name	Ziksana Consulting Inc.
Current Status	Submitted, Pending Receipt
Application Number	7498063
Contact Person	Akshay Sateesh

Questions

1.A. For which status are you applying?

Minority-Owned Business Enterprise (MBE)

1.B. Business Name

Ziksana Consulting Inc.

1.C. Phone Number

619-354-8326

1.D. Fax Number

1.E. Primary Business Location

1510 Ynez Place
Coronado, CA 92118

1.F. County of Primary Business Location

San Diego County

1.G. Mailing Address

1510 Ynez Place
Coronado, CA 92118

1.H. County of Mailing Address

San Diego County

1.I. Billing Address

1510 Ynez Place
Coronado, CA 92118

1.J. County of Billing Address

San Diego County

1.K. Email

akshay@ziksanaconsulting.com

1.L. Website Address

www.ziksanaconsulting.com

1.M. Contact Person

2.A. Business Specialty

Ziksana Consulting is a leader in creating and sustaining happy organizations. Ziksana Consulting combines experiential learning with the science of play to develop effective leaders, spark innovation, renew collaboration, and inspire positive cultures.

2.B. Look up your corporate-wide Standard Industrial Classification (SIC) codes and enter them in the field below (separated by commas). You must enter at least one primary code.

8299

3.a. Business Structure

Corporation

3.B. Date Established

1/3/2013

3.C. Dun & Bradstreet #

3.D. Service Area(s)

- Local
- State
- National
- International

3.E. Federal Employer Tax I.D.

462267789

3.F. State Employer Tax I.D.

3.G. Social Security Number

3.H. Indicate local business, contractor and professional license(s)

Not applicable or no licenses/permits held

3.I. Is this firm a Small Business?

Yes

3.J. Annual Gross Sales for most current fiscal year

150,000

3.K. Indicate the number of employees on payroll from whom FICA is deducted

- Full-time 0
- Part-time 0
- Contract Personnel 0

3.L. Is your firm bonded?

No

3.M. List any outstanding loans greater than \$10,000

No loans outstanding

4.A. Identify ALL persons & firms who own the business as well as officers, directors & key personnel

Name	% Owned (must sum to 100%)	US Citizen/ Permanent Residence	Race/Ethnicity	Gender	Role(s)	Title
Akshay Sateesh	100.0%	Yes	Other	Male	Owner	President

4.B. List all individuals responsible for day-to-day management and policy decision-making

Name	Title	Race/Ethnicity	Gender	Type of Authority
Akshay Sateesh	President	Other	Male	Finance, Management, Hiring/Firing, Marketing/Sales, Equipment Purchasing, Field Supervisor, Other

4.C. Do individuals (owner or key employee) in this firm have ownerships or business relationships with ANY other firms?

4.D. Have any individuals (owner or key employee) in the firm conducted business under ANY other business name?

Yes

Individual Name	Firm Name	Position	Dates
Akshay Sateesh	Ziksana Consulting LLC	Partner	2009 to 2013

4.E. Has any other firm provided assistance to applicant business in the preparation of this application?

No

Mandatory Documents

Document	Status
Verification Affidavit <u>Verification Affidavit</u> (PDF, 1.90 MB)	Attached by Akshay Sateesh on 9/23/2015
Federal tax returns for 2014 IN FULL <u>ZIKSANA CONSULTING INC. - 2014 Taxes</u> (PDF, 283.19 KB)	Attached by on 9/21/2015
Proof of qualifying owner(s) U.S. citizenship or legal, permanent U.S. resident alien status <u>Akshay Sateesh US Passport</u> (JPG, 1.71 MB) US Passport - Akshay Sateesh	Attached by Akshay Sateesh on 9/20/2015
Evidence of personal capital contributions <u>Initial Investment - ZIKSANA CONSULTING INC.</u> (PDF, 34.90 KB)	Attached by Akshay Sateesh on 9/21/2015
Business bank account information: copy of bank account signature card, or letter from your bank verifying person(s) authorized to sign checks and the number of signatures required <u>Bank Signature Card Page 1</u> (JPG, 1.95 MB) <u>Bank Signature Card Page 2</u> (JPG, 1.68 MB)	Attached by Akshay Sateesh on 9/22/2015
Detailed resume OR work history of all principals and key employees <u>Professional Biography - Akshay Sateesh</u> (PDF, 322.33 KB) <u>Resume - Akshay Sateesh</u> (PDF, 380.00 KB)	Attached by Akshay Sateesh on 9/21/2015
Articles of Incorporation <u>Articles of Incorporation</u> (PDF, 112.50 KB) <u>Secretary Of State document for Ziksana Consulting</u> (PDF, 73.71 KB)	Attached by Akshay Sateesh on 9/17/2015
By-Laws and any amendments thereto <u>Election and Stock allocation 1</u> (PDF, 1.96 MB) <u>Election and Stock allocation 2</u> (PDF, 1.31 MB)	Attached by Akshay Sateesh on 9/20/2015

Required Documents

Document	Status
Proof of qualifying owner(s)' gender	Not Applicable , noted by Akshay Sateesh on 9/17/2015
Proof of qualifying owner(s)' LGBT status	Not Applicable , noted by Akshay Sateesh on 9/17/2015
Proof of qualifying owner(s)' ethnicity/minority status <u>Birth Certificates of Parents of Akshay Sateesh</u> (PDF, 611.65 KB) document proof of South Asian (Indian) heritage	Attached by Akshay Sateesh on 9/20/2015
Additional supporting documentation not listed above	Not Applicable , noted by Akshay Sateesh on 9/17/2015

Electronic Signature

Signature	Akshay Sateesh
Title	President
Organization	Ziksana Consulting Inc.
Date	9/23/2015



City of San Diego
EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue • Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the Equal Employment Opportunity Outreach Program, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed Work Force Report (WFR).

NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION

Type of Contractor: [] Construction [] Vendor/Supplier [] Financial Institution [] Lessee/Lessor
[] Consultant [] Grant Recipient [] Insurance Company [] Other

Name of Company: Ziksana Consulting Incorporated

ADA/DBA:

Address (Corporate Headquarters, where applicable): 1510 Ynez Place

City: Coronado County: San Diego State: CA Zip: 92118

Telephone Number: (619) 354-8326 Fax Number: ()

Name of Company CEO: Akshay Sateesh

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address:

City: County: State: Zip:

Telephone Number: () Fax Number: ()

Type of Business: Professional Development Consulting Type of License:

The Company has appointed: Akshay Sateesh

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 1510 Ynez Place, Coronado, CA 92118

Telephone Number: (619) 354-8326 Fax Number: ()

[X] One San Diego County (or Most Local County) Work Force - Mandatory

[] Branch Work Force * [] Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Ziksana Consulting Inc.

(Firm Name)

San Diego, CA hereby certify that information provided

(County)

CA

(State)

herein is true and correct. This document was executed on this 28 day of September, 2015

(Authorized Signature)

(Print Authorized Signature Name)

AKSHAY SATEESH

NAME OF FIRM: Ziksana Consulting Inc. DATE: September 28, 2015
 OFFICE(S) or BRANCH(ES): Coronado, CA COUNTY: San Diego

I. INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial												1	1	
Professional			1											
A&E, Science, Computer														
Technical					1									
Sales														
Administrative Support												1		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column			1		1							2	1	
--------------------	--	--	---	--	---	--	--	--	--	--	--	---	---	--

Grand Total All Employees 5

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

NAME OF FIRM: Ziksana Consulting Inc. DATE: September 28, 2015

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column														
Grand Total All Employees	[]													
Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:														

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

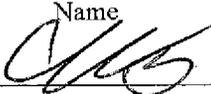
- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: Ziksana Consulting Inc.

Certified By Akshay Sateesh Title President

Name

 Signature

Date 9/29/15

USE ADDITIONAL FORMS AS NECESSARY

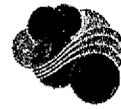


EQUAL OPPORTUNITY EMPLOYMENT

- Ziksana Consulting is a Minority Owned Small Business, and as such, has not had the opportunity to expand its workforce beyond its core team, which has diversity in gender and race. When selecting independent contractors, Ziksana Consulting seeks to work with the best candidates available, regardless of that person's race, color, religion, sex, sexual orientation, gender identity or national origin, and we partner only with organizations who pledge to do the same.

COMMUNITY ACTIVITIES

- Ziksana Consulting participates in the local chapters of the Association of Training and Development, and Organizational Development Network through local mixers and 'Lunch and Learn' programs.
- Ziksana Consulting offers a free public monthly event called PlayTank™, a gathering and immersion of play and its application to people's personal and professional lives.
- Since 2012, Ziksana Consulting has conducted workshops on developing relationships for the United Cerebral Palsy organization to support Project College, a program designed to prepare students with autism and cerebral palsy for college.



ZIKSANA
play to learn learn to lead

PRINCIPAL PLACE OF BUSINESS:

Ziksana Consulting
1510 Ynez Place
Coronado, CA 92118

City of San Diego



**Small Local Business Enterprise (SLBE)
Program Certification**

Ziksana Consulting

Emerging Local Business Enterprise (ELBE)

General Services

(NAICS: 611430)

Certification Number: 14ZC1280

Effective: 9/25/2015 - 9/25/2017

A handwritten signature in black ink, appearing to read "H. Foster III", written over a horizontal line.

Henry Foster III
Equal Opportunity Contracting
Program Manager

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
 202 C Street, MS 9A, San Diego, CA 92101
 Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: **Ziksana Consulting Incorporated** Contact Name: **Akshay Sateesh**
 Company Address: **1510 Ynez Place, Coronado CA 92118** Contact Phone: **619-354-8326**
 Contact Email: **akshay@ziksanaconsulting.com**

CONTRACT INFORMATION

Contract Title: **As Needed Consulting Services for Leadership Development Program** Start Date: **2016**
 Contract Number (if no number, state location): **10066915-16-H** End Date: **2021**

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To maintain equal benefits a contractor shall:

- Offer equal benefits to employees with spouses and employees with domestic partners in accordance with the EBO.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation; employee assistance programs; credit union; or any other benefit.
 - If a contractor does not offer a benefit to an employee with a spouse, that same benefit is not required to be offered to an employee with a domestic partner.
- Post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Allow City access to records, when requested, to confirm compliance with EBO requirements.
- Submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at www.sandiego.gov.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO by selecting A, B, or C below. The City may request supporting documentation.

- A. I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides identical benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
- B. I am not now in compliance, but request approval of **provisional compliance** with the EBO (*contractor must select one*):
- Until my firm completes administrative steps to implement compliance (3 month maximum).
 - Until effective date of my firm's first open enrollment period (1 year maximum).
 - Until expiration of current collective bargaining agreement(s) with my firm.
- C. I request approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm (*contractor must select all*):
- Made reasonable efforts to comply, but will not be able to comply with EBO requirements before contract completion.
 - Will amend policies to extend benefits for which a cash equivalent is not available to domestic partners.
 - Will notify employees of the availability of a cash equivalent in lieu of equal benefits.

Under penalty of perjury under laws of the State of California, I certify I understand and will comply with requirements of the Equal Benefits Ordinance in the manner affirmed above in accordance with San Diego Municipal Code, Chapter 2, Article 2, Division 43 and the Rules Implementing the Equal Benefits Ordinance.

Akshay Sateesh / President
 Name/Title of Signatory

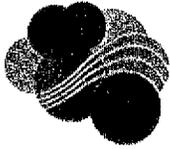
Signature

9/24/2015
 Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: _____ EBO Analyst: _____ Approved Not Approved – Reason: _____

B



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**“AS NEEDED CONSULTING SERVICES
FOR LEADERSHIP DEVELOPMENT PROGRAM”
PROPOSAL**

Submitted to:

The City of San Diego

Viviana Hening, Principal Procurement Specialist

Submitted by:

Ziksana Consulting

Akshay Sateesh, Founder & President

September 29th, 2015

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EXECUTIVE SUMMARY

Ziksana Consulting's Leadership Development Program for the Public Utilities Department will deliver on the following major components to raise workplace engagement, positivity, and establish new ways of working together.

Efficient problem solving through effective conflict resolution.

Using best practice conflict resolution models and practice those skills, leaders will be empowered to break down silos, build relationships and strengthen their network

A positive and inclusive work environment through collaborative and strengths-based leadership.

Workplace culture starts with a strong connection to each other and the vision of the organization. Through playful and positive learning experiences these connections will reinforce empowerment, engagement and inclusion throughout the workplace.

Alignment of personal leadership brand to Living the Department's Brand.

Through assessments and feedback-rich dialog, participants will learn how to live and celebrate the Department's brand commitments of quality, value, reliability and customer service.

Sustained application of skills and ongoing commitment and accountability through post-program action-plans.

Participants will develop and be held accountable for individual action plans that will solve real work projects in their roles and teams.

Our design experts bring applied play and leadership best practices directly to our clients. Our experiential and interactive methods of learning are designed to highlight strengths and gaps, motivations and blind spots, as well as serve as a place for participants practice new skills, resulting in better outcomes along with confident, competent leaders.

We pride ourselves on creating a safe environment for our participants to take ownership of their own learning and development by eliminating lecture-based curricula and instilling an enthusiastic and playful learning experience.

By awarding Ziksana Consulting this request for proposal for the The City Of San Diego Public Utilities Department, employees will be equipped with the skills and confidence necessary to be great leaders within the organization. We look forward to being your partner.

ABOUT ZIKSANA CONSULTING

Ziksana Consulting is a learning and development firm whose purpose is to create and sustain happy organizations. We achieve this by combining experiential learning with the science of play and positivity to develop effective leaders, spark innovation, renew collaboration, and inspire positive cultures.

Our unique fun style and format engages members by demonstrating concepts through experiential exercises that engage participants to demonstrate, experience, and practice various concepts, skillsets, and mindsets of leadership. We use the best in class and latest research, models, and studies of leadership to provide participants with a connection to relevant and practical guidance to collaborate, lead, and execute in their roles.



Evaluations have shown that participants who experience a Ziksana Consulting program feel connected during the experience, more skilled and empowered to give and receive honest and constructive feedback, and are confident to try new leadership behaviors post-program. They are saying:

“This was the most engaging training I’ve ever been to.”

“I’m communicating and speaking up more in meetings as a result of the program. I’m watching reactions / non-verbal behavior and addressing them sooner both in 1-on-1 meetings and in team meetings.”

“I know what direction someone is coming from now (DiSC). I’m more interested in what leaders do to motivate others in their team and I’m observing how leaders are more effective (I’m noticing the how / listening / observing more).”



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“A few weeks after the workshop, I worked on a committee with another participant, and I felt we worked better together as a result... we both made things lighter, more fun, found more ways to connect with others.”

Ziksana Consulting believes that the value of any program is ultimately measured by the behavioral changes made by participants as a result of their experience. Accordingly, our facilitators apply playful and positive experiences to arm participants with the courage and confidence to lead in the workplace, developing stronger relationships with stakeholders and performing more efficiently and effectively.

PROGRAM DESIGN

Non-Field Academy

Week 1: Admirable Leadership & the Public Utilities Department (PUD) 360 Degree Competency Instrument

Learning Outcome: Understand attributes of 'Admirable Leadership' and apply foundational skill of listening to others on your team.

Experiential Component: Applied Improvisation for Appreciative Listening

- Morning: Learn, practice, and apply Appreciative Listening that encompasses mindsets of recognition, fairness, and respect with Applied Improvisation as a fun and engaging experience. An introduction to 'Living the PUD Brand' & Introduction to Personal Brand with brand concepts of consistency, integrity, trust, and fairness.
- Afternoon: A deep dive into the PUD 360-degree Competency instrument and an introduction to the Individual Development Plan (IDP), which will be utilized through the entire program..
 - IDP development + weekly commitment

Week 2: Enhancing Communication Skills & Developing High Performing Teams

Learning Outcome: Learn models and approaches to develop a positive and productive climate, clarity and alignment of team vision, mission, goals, roles and responsibilities, policies & procedures and team norms.

Experiential Component: Electric maze to illustrate problem-solving using strengths.

- Morning: Introduction to the Center for Creative Leadership's model of leadership and how it applies to participants' roles.
- Afternoon: A deep dive into DiSC assessment and understanding what makes an effective and collaborative team, developing team norms and peer coaching. Introduction to Strengths-Finder for individual understanding, an analysis of team strength maps, and developing team norms.
 - IDP development + weekly commitment

Week 3: StrengthsFinder + Managing Conflict

Learning Outcome: Understand and develop skills to enhance individual's emotional intelligence from a strengths and values basis in order to develop strong professional relationships. Apply strengths-based approach to manage conflict issues.

Experiential Component: Mini-game simulation with multiple team challenges.

- Morning: Overview of the StrengthsFinder assessment, with emphasis on applying the concepts to managing conflict conversations and situations that arise in role.
- Afternoon: Managing Conflict model & role play practice in small groups. Experiential mini-simulation involving application of StrengthsFinder to manage conflict.
 - IDP development + weekly commitment

Week 4: Performance Management, Coaching, & Development of Others

Learning Outcome: Develop skills and awareness for addressing performance issues fairly, consistently, and in a development-oriented manner that maintains good working relationships. Learn to recognize and reward team members for a job well done. Develop skills to move from buddy to boss. Central to this category is a focus on “celebrating a positive culture”. Participants learn to use formal Rewards & Recognition tools and how to leverage the power of informal “tools” such as developmental coaching, inclusion, and celebrating successes.

Experiential Component: Dynamic role playing to illustrate coaching conversations for performance.

- Morning: Strengths-Based leadership & coaching skills and model overview.
- Afternoon: Personal Case study development, role-playing and peer coaching
 - IDP + weekly commitment

Week 5: Empowering Yourself & Others

Learning Outcome: Further develop and understand a key leadership challenge currently being faced in role and practice skill to problem-solve challenge.

Experiential Component: Mini- simulation to practice skill to address leadership challenge.

- Morning: Personal Leadership Case Study Development - Integration of Strengths, DiSC, conflict management, and peer coaching.

Afternoon: Mini-Simulation to practice goal from Personal Leadership Case Study

- IDP development + weekly commitment



Week 6: Engaging & Learning ‘from the field’ + Effective Presentation Skills

Learning Outcome: Engage with individual contributors and leaders in the field and site visit to learn how 'Admirable Leadership' and 'Living the PUD brand' applies in the field.

Experiential Component: Individual 'quick presentations' to small groups with peer-led coaches.

- Morning: Industry & Site tour with engagement in dialog with field employees.
- Afternoon: Synthesis and presentations of learning from the field, connecting the relevance to 'Living the PUD Brand'.
 - IDP development + weekly commitment

Week 7: Admirable Leadership + Effective Business Writing Skills

Learning Outcome: Further develop 'Admirable leadership' brand, gain practical skills on effective business writing.

Experiential Component: Personal Brand storytelling and presentations.

- Morning: Recap of Admirable Leadership Brand & 'how to make each component come alive', Personal Leadership Case Study coaching & presentations on progress
- Afternoon: Workshop on effective business writing skills
 - IDP development + weekly commitment

Week 8: Strategic Thinking & Planning

Learning Outcome: Develop and understand strategic thinking and planning to empower goal achievement. Learn from PUD leaders about strategy in action.

Experiential Component: Simulation Jenga to practice strategic planning and execution skills.

- Morning: Panel of Leaders to discuss strategic plans for PUD & related San Diego projects.
- Afternoon: Introduction to Strategic Thinking & Planning model + Simulation Jenga (game-based practice), peer coaching on goal alignment
 - IDP development + Commitment

Field Academy

Week 1: Introduction to Leadership: Enhancing Communication Skills & Transitioning from 'Buddy' to 'Boss'

Learning Outcome: Understand attributes of good leadership at PUD, apply foundational skill of listening to others in your team in order to transition from 'buddy' to 'boss'.

Experiential Component: Applied Improvisation for Appreciative Listening

- Morning: Learn, practice, and apply Appreciative Listening that encompasses mindsets of recognition, fairness, and respect with Applied Improvisation as a fun and engaging experience.
- Afternoon: An introduction to 'Living the PUD Brand' & Introduction to Personal Brand with brand concepts of consistency, integrity, trust, and fairness. These brand concepts will be applied to how to effectively transition from 'buddy' to 'boss'. Time will be allocated to an introduction to the Individual Development Plan (IDP) for the program as a whole.
 - IDP development + weekly commitment

Week 2: Collaboration, Interaction Styles & Developing High Performing Teams

Learning Outcome: Apply DiSC to improve collaboration and engage conflict and confrontation in the field.

Experiential Component: Speed Networking to understand DiSC styles and open discovery process to engage participants.

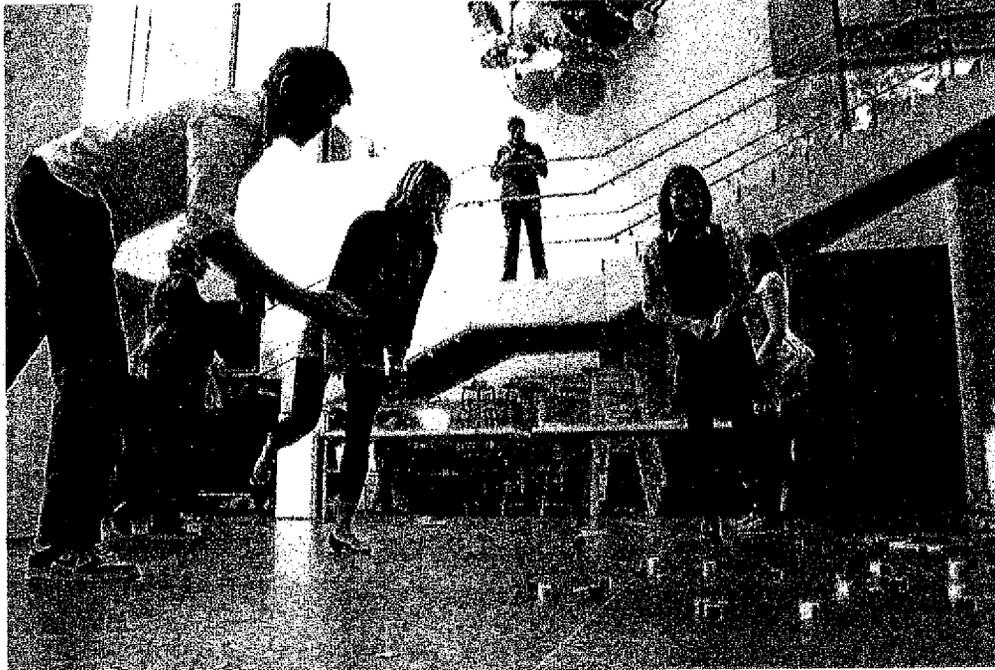
- Morning: Introduction to the DiSC assessment and its application to collaboration work styles as well as dealing effectively with conflict and confrontation in the field. Time will be dedicated to engage participants in 'what conflict and confrontation' looks like in the field through the lens of DiSC.
 - IDP development + weekly commitment

Week 3: Developing High Performing Teams

Learning Outcome: Learn conflict models and approaches to develop a positive, inclusive and productive climate, clarity and alignment of team vision, mission, goals, roles and responsibilities, policies and procedures and team norms.

Experiential Component: Electric maze to illustrate problem-solving using DiSC.

- Morning: Understanding typical conflict situations, using DiSC to co-create effective solutions to administering discipline, setting boundaries, and encouraging accountability to time and quality of work.
 - IDP development + weekly commitment



Week 4: StrengthsFinder & Developing an Inclusive and Positive Culture

Learning Outcome: Understand and develop skills to enhance individual's strengths in order to develop strong professional relationships and get things done.

Experiential Component: Team Challenge to highlight application of strengths in a team.

- Morning: StrengthsFinder overview and dialog on how to integrate listening for strengths into daily conversation in the field.
 - IDP development + weekly commitment

Week 5: Coaching for Peak Performance & Productivity

Learning Outcome: Become aware and practice coaching skills using DiSC and Strengths as frames of conversations.

Experiential Component: Dynamic role playing of coaching conversations.

- Morning: Introduction to coaching framework, integration of DiSC, Strengths, and applying effective questions to practice coaching scenarios (role playing).
 - IDP development + weekly commitment

Week 6: Leadership in the Field

Learning Outcome: Engage with individual contributors and leaders in the field and site visit to learn how 'Admirable Leadership' and 'Living the PUD brand' applies in the field.

- **Experiential Component:** Site visits and dialog with leaders and field personnel.
- Morning: Recap of the PUD Brand, dialog with how the brand is applied to the workplace with leaders in the field. Real dialog to learn new strategies of enhancing communication to manage conflict.
 - IDP development + weekly commitment

Week 7: Strategic Thinking & Change Resilience

Learning Outcome: Develop and understand strategic thinking and planning to empower goal achievement. Learn from PUD leaders about strategy in action as well as understand and practice Tailgate Meeting Leadership & Facilitation skills

Experiential Component: Simulation Jenga to practice strategic planning and execution skills.

- Morning: Panel of Leaders to discuss strategic plans for PUD & related San Diego projects. Introduction to Strategic Thinking & Change Resilience + Simulation Jenga (game-based practice), peer coaching on goal alignment
 - IDP development + commitment

DESIGN GLOSSARY

Assessments & Experiential Activities:

1. DiSC Everything Workplace is an assessment that highlights people's natural tendencies to care about certain aspects of a project in the workplace. Specifically, the assessment highlights whether someone is fast or slow to take action and whether someone focuses on people or task more than relationships. This assessment can be used to highlight collaboration dynamics as well as sources of conflict.
2. StrengthsFinder is an assessment from Gallup that focuses on individual strengths from a values and competency perspective. Applying individual strengths to a team setting can highlight how teams can form, and further leverage individual capabilities to reach team goals.



3. Applied Improvisation for Appreciative Listening uses games and exercises from improvisation theater to illustrate how listening and communication is critical to collaboration and leadership. Participants, both extraverted and introverted, are included in a process of play that gives people courage to try new skills in the collective.
4. Electric Maze is a team challenge that highlights transparent communication and listening skills, boundaries between teams, and an awareness of various roles individuals can have on a team.
5. Mini-simulations / games are ways in which individuals and teams can practice various skills (Strengths, conflict, empowerment) to both reach a goal AND strengthen relationships to co-create a positive and inclusive culture.
6. Simulation Jenga is a mini-simulation that focuses on practicing strategic and tactical planning and execution in order to understand how to keep the 'big picture' in mind while in role.

STAFFING PLAN

Ziksana Consulting has a dedicated team focused entirely on designing, delivering and administering a successful Leadership Development Program for The City of San Diego. We are committed to delivering all goods and services to The City of San Diego on time, with the utmost integrity and professionalism, and above all with fun and positivity.

Team Leader: Akshay Sateesh
Contact email: akshay@ziksanaconsulting.com
Contact phone: 619-354-8326

Team Member: Chris Watz
Contact email: chriswatz@gmail.com
Contact phone: 619-569-4062

Team Member: Sarah Davis
Contact email: sarah@recreatestrengths.com
Contact phone: 678-787-1700

Team Member: Courtney Hale
Contact email: courtney@ziksanaconsulting.com
Contact phone: 818-209-6332

Team Member: Annie McIlvaine
Contact email: annieappy@gmail.com
Contact phone: 619-507-5756

Akshay Sateesh - Team Leader / Design & Delivery Lead
Responsibilities include developing, administering and delivering varied instruction design and delivery methods with a focus on application and techniques. In addition, Akshay will provide facilitation, assessments, training, and coaching and evaluations to all team members in both Non-field and Field Academies. Working alongside The City of San Diego, all curriculum will be designed specifically to meet the needs of the organization as well as individual development plans for participants as to ensure long term success, productivity and efficiency of future leaders. Akshay will also lead and direct all efforts for coaching, networking, and relationship building, while simultaneously achieving a positive learning environment.

Chris Watz - Design & Delivery Team Member
Responsibilities include administering and delivering expert facilitation for both Field and Non-Field Academies as determined by City LDP staff and Ziksana Consulting. Assist in the design and delivery of all curriculum and individual development plans for program participants. Ensure program success by providing a results-driven, positive learning environment.

Sarah Davis - Delivery Team Member

Responsibilities include administering and delivering expert facilitation for both Field and Non-Field Academies as determined by City LDP staff and Ziksana Consulting. Assist in the delivery of all curriculum and individual development plans for program participants. Ensure program success by providing a results-driven, positive learning environment.

Courtney Hale - Program Manager / Point of Contact

Responsibilities include working in partnership with organization and Ziksana Consulting to execute program administration and management. Create and send communication to participants, summarize and report on evaluation forms (project controls), ensure participant compliance, monitor and track program budget, assisting in scheduling Academy sessions and meetings with organization/committees. Liaison with City of San Diego PUD LDP staff to coordinate logistics and program management details. Provide any materials, food and refreshments required for Academy sessions.

Annie McIlvaine - Program Manager

Responsibilities include working in partnership with organization and Ziksana Consulting to execute program administration and management. Create and send communication to participants, summarize and report on evaluation forms (project controls), ensure participant compliance, monitor and track program budget, assisting in scheduling Academy sessions and meetings with organization/committees. Liaison with City of San Diego PUD LDP staff to coordinate logistics and program management details. Provide any materials, food and refreshments required for Academy sessions.

Staff Bios

Akshay Sateesh

Experience

For 7 years, Akshay was a Business Development Manager and Project Leader at an incubator at DuPont BioMedical (Applied Biosciences), where he led product development teams to launch medical device implants for surgeries. During his career at DuPont, he led two product development teams through Phase I and II animal studies, and developed collaborative partnerships to take the medical devices to market. His passion for leading others jumpstarted his innovative approach to leadership development.



In 2008, Akshay founded Ziksana Consulting, a leadership development firm dedicated to combining experiential learning with the science of play. He has facilitated programs in leadership development, innovation, and team dynamics for adults and children in the U.S., Malaysia, Singapore, Cambodia, India, and South Africa. His experiences have included a wide variety of industries like healthcare companies, hi-tech organizations, hospital systems, consulting firms, universities, and non-profit organizations.

Akshay also collaborates with schools to develop life skills and character development curriculums, exposing children and teachers to self-awareness, empathy, and leadership. He has also worked with children with autism and Down's syndrome by using theater as therapy to aid in their abilities to express emotions and thoughts.

Current Role

Akshay is the Founder and Playful Learning Enthusiast of Ziksana Consulting and serves as a Faculty Trainer with the Center for Creative Leadership.

Background

Akshay Sateesh was born in India, was raised in Malaysia, and now lives in San Diego. Akshay holds a Bachelor and a Master of Science in Bioengineering from the University of Pennsylvania, and completed a Master's in Leadership Studies at the University of San Diego, focusing on Organization Development and Group Dynamics.

Akshay has been a professional improvisation actor since 2003. He is a founding member of the Philadelphia N-Crowd, a short-form improvisation group that performs weekly in Philadelphia and performed professionally with the Stage Monkeys of San Diego for 4 years. Akshay loves photography, playing tennis, diving, and ice cream sandwiches.



AKSHAY SATEESH

akshay@ziksanaconsulting.com

(619) 354-8326

Ziksana Consulting, Coronado, California

June 2008 - Present

Founder & Playful Learning Enthusiast

- Designed and delivered experiential leadership programs in the US, South Africa, Cambodia, Malaysia, Singapore, and India using a new approach using Applied Play to implement behavioral and organizational change. All workshops are run without the use of desks to facilitate presence and learning.
- Designed, developed, and implemented several module concepts such as appreciative listening, effective communication, resolving conflicts, having an authentic brand, developing relationships, and influencing others without authority. Created custom workshop interventions and leadership development programs for firms like Bank of America, Vanguard Public Relations, DuPont MLDP, Center for Creative Leadership, LEAD San Diego, Deloitte Consulting, USS Midway, and more.
- Improved learning and retention of Sharp Healthcare values for volunteers at orientation training. Retention is observed in interviews conducted post orientation (up to 4 weeks); most volunteers refer to the experiential exercises to describe Sharp values in comparison with traditional talking points presented in slides.
- Keynote speaker and experience design of Healthcare Alliance San Diego 2013, Qualcomm APSS Director's retreat 2013. Designed and facilitated playful experiences with innovation and creativity for up to 150 conference attendees. Facilitated multiple exercises among various non-profit organizations, leading to ideas
- Collaborated with several organizational universities like LEAD San Diego, UCSD Health System, and UCSB Gaucho University, to create an experience in which leadership theory on communication and collaboration come alive. Facilitated various team retreats and strategy sessions for teams.
- *Adjunct Positions:*
 - Adjunct Faculty member at the Center for Creative Leadership for the last two years, teaching Leadership Fundamentals and Maximizing Leadership Potential to emerging leaders.
 - UC San Diego Staff Education Trainer in open enrollment courses, 'Collaborate With Ease', and 'Lead with Style'.
 - UC Santa Barbara Gaucho University Trainer for emerging leaders and individual contributors. Co-design experiential workshops with other Facilitators to include themes from modules like 'Change and Innovation', 'Crucial Conversations', and 'Managing Generational Differences'.
- Founded Ziksana Kidz, dedicated to teaching children life and character development skills like leadership, teamwork, understanding empathy, and resolve conflicts. Co-created team-building rubrics with teachers to measure and assess a team's and individual's performance in team challenges. Currently contracted with Francis Parker School for life skills coaching, and summer school faculty for "Lead, Communicate, and Collaborate With Laughter". Conducted workshops in Cambodia, South Africa, & India.

DuPont BioMedical, Wilmington, Delaware

Project Leader, Business Development Manager

- *Leadership* – Core team leader for (1) ocular surgical sealant to be launched in 2011, (2) general arterial closure device to be launched in 2009. Coordinating teams' activities in research, product development, pre-clinical trials, regulatory approval for both PMA and 510K applications, and operations. Led teams through pre-clinical phase review under PACE process to secure additional resources and strategic commitment toward commercialization.
- *Execution* - Organized expert panels comprising of academic and practicing surgeons to design product concepts and identify unmet needs for wound closure in ophthalmology and general surgery. Developed relationship with Johns Hopkins University to conduct proof of concept studies for a portfolio of ophthalmology indications. Engaged CROs to design GLP animal studies for an ocular surgical sealant and general arterial closure device.
- *Strategy* – Key member of strategy team to develop long-term medical strategy for DuPont BioMedical. Liaised with market research personnel and consultants to develop appropriate market intelligence to guide business strategy.
- *Deals* – Lead efforts to secure a joint development agreement for ocular surgical sealants; in discussions with large and small players in ophthalmology. Participated in negotiations teams to successfully secure technology licenses and joint development agreements for applications in industrial biotechnology.

EDUCATION

University of San Diego, San Diego, California

School of Leadership and Education Sciences

- Master of Arts in Leadership Studies, August 2014

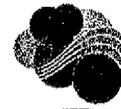
University of Pennsylvania, Philadelphia, Pennsylvania

School of Engineering and Applied Science – Major: Bioengineering, Concentration: Entrepreneurship

- Master of Science in Engineering, August 2002
- Bachelor of Science in Engineering, May 2001

PERSONAL

- Professional Improvisation Theater Actor – Stage Monkeys San Diego, Founding Member Philly N-Crowd.
- Born in India, raised in Malaysia, higher education in the United States.
- Active member of San Diego OD Network, ASTD – San Diego.
- Travel & Diving Enthusiast – Advanced PADI Diver.
- Photography Enthusiast – wildlife, birds, portraits.
- Tennis – competitive play in World Team Tennis and various tennis leagues.



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Chris Watz

Experience

Chris has influenced senior leaders to achieve greater impact in rapid growth organizations for over 15 years. He has experience leading a variety of change initiatives including leadership development, culture change, and end-to-end business process improvement.

For 10 years, Chris managed continuous improvement efforts at World Vision International. He led projects to enhance collaboration, develop leadership bench strength, and streamline resource and information flow across 90 countries. In partnership with McKinsey, Accenture and Booz Allen Hamilton, Chris's leadership and evaluation expertise helped two industry pioneering projects make critical adjustments to achieve greater return on investment. As a result, World Vision began operating more effectively at a global scale, during a time of rapid organizational growth.

In 2009, Chris founded Watz Productivity, which offers executive coaching, training and program evaluation services to clients. For three years, Chris consulted with the University of San Diego (USD) to better align their business curriculum to the hiring needs of Fortune 500 executives in Finance, Marketing, Operations and Supply Chain. He also developed an MBA coaching program equipping students to provide real time feedback to each other at stressful stages of team projects. Additionally, Chris served as Adjunct Faculty in leadership at two universities (USD, UC San Diego).

Current Role

Chris is a Facilitator and Consultant to Ziksana Consulting and is a full time Faculty member at the Center for Creative Leadership. He is an expert in the field of program evaluation, maximizing return on investment of change initiatives, and leveraging strengths to enhance leadership impact.

Background

Chris received his M.A. from Claremont Graduate University in Organizational Behavior Psychology and Program Evaluation. He also holds certificates in Project Management, Lean /Six Sigma (Green Belt), and Structured Behavioral Interviewing.

Chris has worked and travelled in 44 countries, and loves rock climbing and photography while visiting new places. He is passionate about helping people find fulfilling careers that help them do the things they love most in and out of work.

CHRISTOPHER WATZ

Mobile: 619.569.4062 | watzc@ccl.org | 3329 Brant St, San Diego, CA 92103

SUMMARY

15+ years of experience increasing leadership impact on the business bottom line through coaching, training, consulting and evaluation across 30+ countries. Proven track record in small and large companies, spanning seven industries.

Facilitation: Executive teams • Cross Cultural Teams • Strategic Planning • Portfolio decision making
Management: Organizational Change Management • Performance Management • Succession Planning
Technical: Executive Needs Assessment • Instructional Design • Program Evaluation • Process Improvement
Strengths: Learner • Achiever • Individualization • Ideation • Command • Analytical • Responsibility • Arranger

PROFESSIONAL EXPERIENCE

- 2012 – Present **Senior Faculty at Center for Creative Leadership, San Diego, CA**
- Design and deliver multi-day customized leadership training programs for large-scale clients including Roche, CIA, Chrysler, SDGE, Cenovus Energy, Fisher Investments, CoreLogic.
 - Asses key leadership needs and best fit learning approaches for all leadership audiences including C-level Executives, Divisional Leaders, Frontline leaders, Emerging leaders
- 2009 – Present **Executive Coach / Consultant at Watz Productivity, San Diego, CA**
- Coach executives, management teams and entrepreneurs to more productively achieve business and leadership goals. Client results include 15-50% profit growth
 - Guide leaders of rapid growth organizations grow their business and talent in sustainable ways
 - Coach executives to develop a respected leadership brand. Client results include promotions and positive 360 feedback from colleagues
- 2009 – 2013 **Consultant, Instructor at University of San Diego School of Business, San Diego, CA**
- Lead revisions for the top ranked MBA and undergraduate business programs, aligning curriculum improvement efforts with alumni and Fortune 500 executive feedback. Conducted reviews with faculty of Finance, Marketing, Supply Chain Management and MBA programs.
 - Built an innovative Leadership Fellows program for MBA students, honing leadership, communication and teamwork skills through 360 feedback during consulting projects
- 2006 – 2009 **Continuous Improvement Manager at World Vision International, Monrovia, CA**
- Led global executive team to create 5 year strategy and scorecard for \$2 billion enterprise
 - Managed industry pioneering organizational change projects that resulted in global efficiencies across 70 offices by influencing widespread adoption of new information systems and shared service centers. Result improved service quality and doubled speed of critical information flow
 - Guided restructuring of multiple divisions to better align with global strategy
- 1999 – 2006 **Global Project Manager at World Vision International, Monrovia, CA**
- Trained and coached project managers to improve delivery of global leadership development programs; evaluated program success and modified approaches to increase program ROI
 - Led organizational research projects on global leadership turnover and customer service level satisfaction; facilitated management discussions and action plans leading to improved results

ADDITIONAL TEACHING & KEYNOTE SPEAKING EXPERIENCE

- 2013 – Present **Keynote Speaker** for multiple clients: Lab Corp, CDPHP, Century21 Award
- 2012 – 2013 **Instructor** of three leadership modules, City of San Diego Public Utilities, Management Academy
- 2012 – 2012 **Instructor** of two leadership courses, UCSD Extension

- 2009 – 2010 **Lecturer** on industry best practices in leadership and organizational development, San Diego State University, Point Loma Nazarene University
- 2005 – 2008 **Curriculum Designer and Trainer** of strategic planning, balanced scorecard, project management, performance management, succession planning, and core competencies, World Vision International
- 2000 – 2003 **Teacher** of English and cultural studies at various educational institutions in China, Turkey, Russia

EDUCATION

M.A. Organizational Behavior Psychology and Program Evaluation, Claremont Graduate University, 2005

- Graduated *Summa Cum Laude* in 2.5 years while working full time

B.A. Industrial Organizational Psychology with minor in Business, Azusa Pacific University, 2000

- Graduated *Summa Cum Laude*; recognized as one of ten “Centennial Scholars”

TRAINING / CERTIFICATIONS

- 2012 **Maximizing your Leadership Potential** – Center for Creative Leadership
- 2008 **Six Sigma / LEAN Greenbelt process improvement** – World Vision International
- 2007 **Certified Balanced Scorecard Practitioner** – Balanced Scorecard Institute / George Washington University
- 2007 **Project and Program Management** – University of California, Irvine
- 2006 **Project Management Fundamentals** – CS Services, INC.
- 2006 **The Best of Talent Management and Succession Planning** – PLS Consulting
- 2005 **Certified Targeted Selection Behavioral Interviewer** – DDI

RESEARCH & PUBLICATIONS

- Ghostwriter for book titled *Freshman* which became top seller for *Think* brand, Navpress Publishers, Colorado Springs, CO, 2004
- Research Assistant for Dr. Jean Lipman-Blumen conducting content analysis contributing to the book: *The Allure of Toxic Leaders: Why We Follow Destructive Bosses and Corrupt Politicians--and How We Can Survive Them* (Oxford University Press, USA, 2004), Claremont Graduate University, Claremont, CA, 2003

HOBBIES & INTERESTS

Rock Climbing & Adventure Based Development • Travel Photography • Yoga • Creative Writing

Sarah Davis

Sarah's passion for people, her innate ability to see other's strengths, and her own talent for helping individuals capitalize on themselves led this entrepreneur to found reCreate – a company that aims to Inspire, Influence, and Impact individuals and businesses alike.



reCreate is dedicated to enhancing leaders within all industries and is grounded in a Strengths-based development approach that believes utilizing one's innate talents is the fastest way to excel to greatness. Sarah's unique ability to connect instantly with her clients allows her the opportunity to be a trusted and respected voice in optimizing individual performance, increasing employee engagement, and building a collaborative work environment.

Sarah works with individuals, teams, & organizations, including the military, to build creative, communicative, and courageous leaders. By analyzing individual Strengths within a team or organization, Sarah uses her problem solving abilities to strategically identify and optimize on what each member brings to the table – and where potential gaps occur - ultimately increasing productivity, optimizing teamwork, and improving the overall profitability of a company in addition to creating a culture of innovation.

A graduate from Kennesaw State University with a BA in Marketing, Sarah worked as a college admissions counselor prior to opening reCreate. Sarah was on the groundbreaking floor of Gallup's first round of Certified Strengths Coaches worldwide, and is currently obtaining her Master's Degree from Point Loma Nazarene. As a marketplace influencer in San Diego, she also utilizes her talents to help the local community as a dedicated board member for Coronado Rady Children's Hospital Auxiliary Unit, a team member on C3 Pathfinders Marketplace Leaders, and is a faculty member at The Honor Foundation. Seeing her clients and her community find success are paramount to Sarah, who has also co- contributed to a book dedicated to helping others excel and succeed in life.

SARAH E. DAVIS

756 D AVENUE
Coronado, CA 92118

CELL: 678.787.1700
Email: sarah@recreatestrengths.com

COACH | TRAINER

LEADER | COMMUNICATOR | RELATIONSHIP-BUILDER

Experienced communications professional specializing in supporting personal and professional success. Leveraging exceptional interpersonal skills, my goal is to work from a Strengths-based philosophy to leverage individuals' personal strengths to market themselves in leadership roles. Ability to acquire and apply knowledge quickly with demonstrated skills in driving motivated workplace cultures with integrity and respect for a team environment.

AREAS OF EXPERIENCE

- Personal Development
- Performance Coaching
- StrengthsFinder Training
- Continuous Improvement
- Keynote Speaker
- Small group facilitation

SKILLS: Word, PowerPoint, Excel, Access, Outlook, Photoshop

KEY SKILLS ASSESSMENT

INDIVIDUAL & TEAM RELATIONS – Work as a trusted advisor to students and peer team to drive productivity and student success. Serve as authority with regard to client industries and businesses. Maintain existing client relations base, identifying organic growth opportunities through channel oversight. Develop team members for high performance from a public relations standpoint, including performance reviews, mentoring, and training initiatives that boost skills and create leaders.

TRAINER – Lead ongoing, varied trainings for peers inside and outside of the Education division. Trainings cover topics such as time-management strategy, program options, organization best practices, and corporate performance strategies.

COACH – Coached both newly hired and tenured colleagues on role best practices, company culture and future career opportunities within the University.

PROFESSIONAL EXPERIENCE

RECREATE, SAN DIEGO, CA

10/13 - Present

FOUNDER & GALLUP STRENGTHS COACH

- Optimize individual performance, self-awareness, and group dynamics through one-on-one coaching
- Facilitate StrengthsFinder group workshops generated at understanding Top 5 report and application of strengths
- Lead on-going trainings and workshops in an effort to create Strengths-based cultures and organizations
- Generate brand identity through speaking engagements

ASHFORD UNIVERSITY, SAN DIEGO, CA

06/11 – 06/13

LEAD ADMISSIONS COUNSELOR

- Manage team of four peers
- Create team trainings, conduct spot coaching, and address performance opportunities as needed with peer team
- Identify areas of development opportunity and partner to create individual development plans
- Strategize database management to seek new opportunities
- Continued Admission Counselor duties as applied

ADMISSIONS COUNSELOR

06/10 - 06/11

- Coach and advise prospective graduate students to identify program options ideally suited to their educational and professional goals
- Guide and orient students through all aspects of the on-boarding process, including admissions and degree requirements, financing options and the introduction of the classroom modality, educational resources and learning technology tools
- Responsible for special contracted partnerships within Ashford University
- Develop relationships to drive referral activity within each account
- Insure excellent, quality service to retain and grow corporate relationships

SMOOTHREADS, POWAY, CA

08/09 - 03/10

SALES REPRESENTATIVE

- Responsible for product knowledge and new account leads that were self-generated
- Spearheaded and executed one-two monthly tradeshows in Chicago, Las Vegas and Orlando
- Creatively brought in new ideas for expanding sales with a "thinking outside of the box" mentality

Worldwide Express, San Diego, CA

2008 - 2009

SALES REPRESENTATIVE

- Sold global air and ground shipping to small to medium-sized businesses
- Established and maintained positive relationships with C-Level executives
- Responsible for contracting new business
- Closed eleven contracts in December 2008 and fourteen contracts in January of 2009
- Scored top account executive for two consecutive months

EDUCATION

***BACHELOR OF BUSINESS ADMINISTRATION, Marketing, Kennesaw State University
Awarded Full Academic Scholarship***

HONORS, AWARDS & ORGANIZATIONS

RADY CHILDREN'S AUXILIARY UNIT BOARD MEMBER-APRIL, 2013-PRESENT
FUTURE LEADERS PROGRAM, Bridgepoint Education, November, 2012 - Present
STUDENT PROGRESSION COMMITTEE, CHAIR, Ashford University, October, 2011 - Present
SOCIAL COMMITTEE BOARD, Ashford University, October, 2011 - Present
GOOD CITIZEN AWARD, Ashford University, July 2012
ABOVE & BEYOND AWARD, Ashford University, July 2012
TOP LIFE CHANGER AWARD, Ashford University, August 2012
GENERATOR OF THE WEEK AWARD, Ashford University, October 2012

Courtney Hale

Experience

Courtney Hale is a graduate of The Edward R. Murrow School of Communication and began her career in Broadcast News as a producer at Washington State University. From there, she moved to Los Angeles, California where for over 10 years, she produced, wrote, and developed television programs for The Weather Channel, SyFy Network, Fox Sports, Sony Pictures Television, ABC Disney, NBC and CBS. In addition, she oversaw all aspects of production and prepared daily production plans for operations and filming. She relied heavily on her communications and client relations background as a liaison between cast, crew, agents, managers, publicists, the studio and the network.

Courtney also worked for The Found Animals Foundation, a nonprofit organization dedicated to reducing the use of euthanasia in the United States. She was brought on as the program manager responsible for developing, managing and launching their National Microchip Program and free Microchip Registry, partnering with shelters, clinics, rescue groups and veterinarians. Her other responsibilities included developing and producing the foundation's corporate videos that were shown at trade shows and conferences. In addition to that, she spearheaded the Found Animals Foundation Awards where she was responsible for all event logistics, promotions, and marketing. Today, the foundation has helped over 1,000,000 pets through its programs & awareness events.

Current Role

Courtney currently lives in San Diego, California where she is the Producer of Play for Ziksana Consulting; supporting its programs through operations, communications, and production.

Other Passions

In her spare time she enjoys performing improvisational comedy and is the head writer for a local program, Tonight In San Diego, which highlights local San Diego talent on a late-night talk show format and films weekly at the Horton Grand Theater in Downtown San Diego.

Courtney Hale

3697 Grim Ave
San Diego, CA 92104

(818) 209-6332
courtneyflynn@gmail.com

SUMMARY OF QUALIFICATIONS

- 10+ years experience in project management, communications, and public relations
- Writer for network television (NBC, CBS, ABC), experience in print, video and web production.
- Wrote and produced corporate videos and online commercial spots for Found Animals Foundation
- Able to organize, prioritize and multi-task with strong attention to detail
- Mac/PC Proficient

PROFESSIONAL EXPERIENCE

Producer of Play (under contract) October 2014 – Present

Ziksana Consulting, Coronado, CA

Generate and deliver various written content for promotional materials, promotional videos, blogs and social media. Produce presentations for business development and client meetings complying with brand guidelines of the company. Main point of contact for the company with web and collateral designers, facilitators, clients and partners. Complete in-depth research reports for company founder. Create materials for business development, including a prototype of a 'PlayKit' designed to teach potential clients about the power of play in the workplace.

Communications Director (6 mo. contract) April 2014-October 2014

Finest City Improv Theater, San Diego, CA

Create, develop and implement all internal and external communications strategies. Develop and execute media relations and social media campaigns. Increase brand visibility by partnering with local businesses, community groups, and media outlets. Rewrite website and sales material aligning with company brand for corporate workshops. Coordinate all on site interviews and podcasts with Finest City Improv staff and visiting artists.

Communications and Operations Manager January 2013 – January 2015

Molly Sims Productions Inc., Los Angeles, CA

Responsible for internal and external communications for all MSP Inc. productions including, but not limited to; "The Everyday Supermodel" book publication strategy and coordination of all photo shoots with talent for Harper Collins Publishers. Management and cross promotion of MollySims.com website and Molly Sims social media. Liaison for MSP Inc., Stork and Babe and Thyme Maternity in regards to Molly Sims' maternity line, currently launching in North America and Canada. Manage all on-air, print and online marketing/branding for MSP Inc. Hire MSP Inc. staff and responsible for new hire orientation and training, employee reviews and any staff terminations.

Associate Producer and Researcher August 2012 – January 2013

Ping Pong Productions / The Weather Channel, Los Angeles, CA

Research all episode content and write script outlines for the Network. Responsible for coordination of all interviews with keynote speakers. Develop strong relationships with The Weather Channel partner organizations; such as The National Oceanic and Atmospheric Administration and The US Geological Survey.

Public Relations Manager

May 2011 – August 2012

Found Animals Foundation, Los Angeles, CA

Manage the publicity strategies for all local and national programs within the Foundation. Conceptualize and produce the Foundation's corporate videos, event promotional reels and training materials. Create business opportunities and partnerships with external organizations. Supervise efforts of the public relations team, draft and edit press releases, build brand awareness and arrange media interviews and speaking opportunities across the United States.

Junior Development Executive

April 2010 – May 2011

(CBS Paramount) Green Mountain West Inc, Los Angeles, CA

Responsible for finding and developing projects for the Studio and Network. Provide long-term and short-term strategies for company project sales. Strategy reports include: analysis on salability and commercial potential, strength of concept, writer recommendations and project format annotations. Writes script analysis and coverage for internal tracking reports as well as treatments for prime-time and cable network television shows. Maintain strong relationships with agents, managers, executives, writers and on-air talent in United States as well as international markets.

Development Assistant/Executive Assistant

May 2008 - April 2010

(NBC) Gary Scott Thompson, Los Angeles, CA

Vetted submissions for TV and film development projects. Researched and developed material for potential show ideas and projects. Worked closely and maintained strong relationships with writers, producers, agents and Studio/Network executives regarding production, publicity and staffing. Participated in "notes calls" with Studio/Network scripts and cuts. Heavily involved in the day-to-day production process for the show and acted as a liaison between writers, producers, cast and crew.

Executive Assistant Production and Programming

April 2007 – May 2008

(Sony Pictures Television) Co-President of Production and Programming, Los Angeles, CA

Assist in overseeing all aspects of production for current programming including drama, comedy and digital development. Attend table reads, Studio/Network run-thrus and tapings. Coordinate interviews for television and radio spots regarding upcoming television and movie premieres. Script reading and coverage on incoming submissions and current projects. Extensive scheduling, travel arrangement and event planning/coordinating.

Writers Assistant

November 2005 – April 2007

(ABC) Grey's Anatomy, Los Angeles, CA

Assist the Executive Producer and Emmy nominated writer on the show. Coordinate television and radio interviews for Grey's Anatomy executives. Assist in writing articles for online news editorials as well as Grey's Anatomy fan web sites. Organize schedules and coordinate travel, handle heavy phone volume and filing. Organize writing submissions as well as wrote coverage on submitted material. Assist with on-set producing and observed and participated in casting, production and writers room meetings.

EDUCATION**B.A., Communication**

Edward R. Murrow College of Communication
Washington State University, Pullman, WA (2003)

Annie McIlvaine



Experience

With eight years of experience in the event coordination profession, Annie's organizational and communication skills lend themselves well to the field of Project Management. She began her career as an Assistant Event Planner for the University of San Diego, coordinating high-profile donor and constituent relations events. After three years in the position, Annie moved to a small media production company to work as an Associate Producer. In that role she managed multiple local and national-level commercial shoots for energy and commerce clients in the San Diego area. She was hired by the Center for Creative Leadership in 2010 as a Program Coordinator, delivering programs throughout the United States and in Latin America for non-profit and Fortune 500 clients. In this role Annie was responsible for all program logistics, serving as the primary point of contact for the delivery team and participants. Annie provides operational, communications, and business process support to Ziksana Consulting in delivering engaging programs that make learning stick.

Educational Background

Annie holds a B.A. in Theatre Arts and English from the University of San Diego and a M.P.S. in Strategic Public Relations from George Washington University. She also holds a Certificate in Event Management from the University of San Diego.

Other Passions

Annie is a proud volunteer member of the Alumni Board of Directors for the University San Diego where she serves as Chair of the Outreach Committee. When not working or volunteering, Annie can be found competing in triathlons, writing for her beginner triathlon blog, and playing on the beach with her husband and three dogs.

Rhiannon (Annie) McIlvaine

4340 Aragon Way, San Diego, CA 92115 • (619) 507-5756 • annietoth@me.com

PROFESSIONAL EXPERIENCE

PROJECT MANAGER

Center for Creative Leadership

June 2014- Present

- Manage operations for the San Diego campus Open Enrollment programs with emphases on program planning, quality, business process, budget, forecast and expenses.
- Global operations responsibility for CCL's Maximizing Your Leadership Potential (MLP) and Leading for Organizational Impact (LOI) programs, serving as the subject matter expert and project manager for implementing program changes across regions and with licensees.
- Administer CCL San Diego's contracting process, representing the Center's interests, monitoring compliance and ensuring contract close out or renewal.

PROGRAM COORDINATOR

Center for Creative Leadership

August 2010-July 2012, August 2013-Present

- Collaborate with cross-campus departments and external vendors to coordinate program logistics and materials. Utilize deep program knowledge and attention to detail to anticipate facilitator and client needs. Adopt a risk management mindset to act quickly in mitigating problems and implementing solutions. Demonstrate and troubleshoot technology (iPads, AV equipment, etc.) in front of clients. Demonstrate business acumen to identify opportunities for process improvement and cost savings. Engage clients to ensure a favorable CCL experience and identify potential business opportunities.

BRAND COMMUNICATIONS MANAGER

Jones & Associates Consulting, Inc.

September 2012-May 2013

- Created, sold, and managed profitable new seminar product delivered in four cities. Negotiated and managed venue contracts to protect business interests and reduce costs.
- Served as the initial contact for new and potential clients, responding to RFP's and providing insurance and certification documents.
- Created and managed social media accounts, updated and maintained website, and initiated a corporate brand redesign. Wrote and designed company sales materials, proposals, event fliers, and stakeholder communications using Microsoft Word and Adobe Creative Suite.

ASSOCIATE PRODUCER (Contract)

Wind River Media, Inc.

December 2009-December 2010

- Managed the creation of multimedia projects. Interfaced with potential and existing clients, created and managed budgets, contracted and managed production teams. Wrote scripts, appeared on camera, and edited video in Final Cut Pro to reduce vendor expenses and increase profits.
- Identified gaps in the company's marketing efforts and implemented solutions to enforce branding consistency, manage the company's website redesign, and create a presence in social media.

AUDIO/VISUAL TECHNICIAN (Contract)

Joan B. Kroc Institute for Peace & Justice and July 2005-April 2007

January - December 2010

- Worked with operations team to provide exceptional customer service to conference center clients. Set up and operated audio/visual equipment including computers, projectors, cameras, and microphones. Supervised student workers and maintained an inventoried a/v office and storage space.

Rhiannon (Annie) McIlvaine

4340 Aragon Way, San Diego, CA 92115 • (619) 507-5756 • annietoth@me.com

ASSISTANT EVENT PLANNER

April 2007- January 2010

University of San Diego Marketing & Strategic Partnerships

- Collaborated with internal departments to plan and execute special events to further the institution's overall message and public profile. Identified goals, created and managed budgets, hired and supervised vendors, wrote invitation and program copy, interfaced with guests and VIPs, and conducted follow-up SWOT analysis.
- Worked directly with sponsors to fulfill corporate and individual sponsorship packages. Resulted in \$500,000+ in sponsorship dollars and in-kind donations.
- Managed office interns, student workers, committees and volunteers including scheduling, daily mentoring, and performance reviews.

EDUCATION

Master Strategic Public Relations, George Washington University 2012
Certificate in Event Management, University of San Diego 2008
Bachelor of Arts Cum Laude, English and Theatre Arts, University of San Diego 2007

OTHER EXPERIENCE

MEMBER, BOARD OF DIRECTORS

July 2012-Current

University of San Diego Alumni Association

- Currently serving a two year term on the USD Alumni Association Board of Directors. Members contribute to setting the strategic direction of the Alumni Association, solicit donations and serve as high-level university ambassadors.
- Serving as a member of the Executive Team as the 2015-2016 Outreach Chair.

PRESIDENT

March 2010-June 2012

University of San Diego San Diego Alumni Chapter

- Voluntarily led a committee of ten alumni to connect with the 20,000 alumni in our area through events, social media, and personal interaction. Assisted the university as a front-line responder for crisis communications.

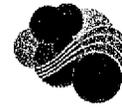


EXHIBIT A: CONSULTANT REFERENCES

Reference #1

- 1. Company Name:** Qualcomm Inc.
- 2. Contact Person & Phone Number:** Victor Dumeige - (858) 845-6987
- 3. Dates of Delivery:** August 14 - 15, 2013, October 20-21, 2013, February 15-16, 2014, April 23-24 2014
- 4. Consultants on Team:** Christopher Watz, Akshay Sateesh
- 5. Courses Developed / Delivered:** Appreciative Listening and Communication, Personal Brand, DiSC assessment for collaboration, Influence, Trust & Relationships, and Individual Development Planning
- 6. Successful completion of LDPs:** 120
- 7. Performance ranking of the program and courses:** Average rating: 4.75 / 5.00
- 8. Cost of past programs:** \$600 per participant
- 9. Type of Client Organization:** Private
- 10. Client evaluation of the program/courses:** Used participant data to evaluate program
- 11. Awards and/or commendations received from the client:** Further references and business within Qualcomm Inc.
- 12. Consultant Comments:** Qualcomm Emerging Leaders Program was put on hold due to reduction in workforce by Qualcomm Inc. in 2014 and 2015.

Reference #2

- 1. Company Name:** Francis Parker School
- 2. Contact Person & Phone Number:** Daniel Lang, (858) 569-7900 ex. 4123
- 3. Dates of Delivery:** Monthly workshops - August 2014 - March 2015
- 4. Consultants on Team:** Sarah Davis, Akshay Sateesh
- 5. Courses Developed / Delivered:** StrengthsFinder and Strengths-based team leadership
- 6. Successful completion of LDPs:** 24
- 7. Performance ranking of the program and courses:** Average 4.70 / 5.00
- 8. Cost of past programs:** \$250 / participant
- 9. Type of Client Organization:** Non-Profit
- 10. Client evaluation of the program/courses:** Used participant data to evaluate program
- 11. Awards and/or commendations received from the client:** Further references and business with Francis Parker School
- 12. Consultant Comments:**

Reference #3

- 1. Company Name:** CoreLogic Inc.
- 2. Contact Person & Phone Number:** Mandy Clark, (949) 214-0570
- 3. Dates of Delivery:** June 14, 2015
- 4. Consultants on Team:** Akshay Sateesh, Christopher Watz
- 5. Courses Developed / Delivered:** StrengthFinder, Strengths-Based Team Leadership
- 6. Successful completion of LDPs:** 35

7. **Performance ranking of the program and courses:** Average 4.80 / 5.00
8. **Cost of past programs:** \$280 / participant
9. **Type of Client Organization:** Private
10. **Client evaluation of the program/courses:**
11. **Awards and/or commendations received from the client:**
12. **Consultant Comments:**

Reference #4

1. **Company Name:** MARS Inc.
2. **Contact Person & Phone Number:** David Jacobson, (858) 922-2000
3. **Dates of Delivery:** August 20-22, 2014, August 17-19, 2015
4. **Consultants on Team:** Akshay Sateesh, David Jacobson
5. **Courses Developed / Delivered:** Myers-Briggs, Personal Brand, Thomas Kilmann Conflict style
6. **Successful completion of LDPs:** 20
7. **Performance ranking of the program and courses:**
8. **Cost of past programs:** \$1000 / participant
9. **Type of Client Organization:** Private
10. **Client evaluation of the program/courses:**
11. **Awards and/or commendations received from the client:**
12. **Consultant Comments:**

Reference #5

1. **Company Name:** Alliance Healthcare Foundation
2. **Contact Person & Phone Number:** Nancy Sasaki, (858) 875-3304
3. **Dates of Delivery:** February 20, 2013
4. **Consultants on Team:** Akshay Sateesh
5. **Courses Developed / Delivered:** Innovation Conference Facilitation
6. **Successful completion of LDPs:** 120
7. **Performance ranking of the program and courses:** 4.50 / 5.00
8. **Cost of past programs:** \$25/participant
9. **Type of Client Organization:** Non-profit
10. **Client evaluation of the program/courses:** Used participant data to evaluate program
11. **Awards and/or commendations received from the client:**
12. **Consultant Comments:**

C

III. PRICE SCHEDULE

A. Pricing

**1. City's Estimated Need
Pricing for Core Requirements and Deliverables as specified in RFP, Section G**

1.1 [D1]: Design, Development, and Pilot Academies

Item No.	Est Qty	U/M	Description	Unit Cost	Total Cost
1	4	EA	3 hour meetings with City LDP Staff (occurring months 1 – 3 after contract award)	\$ \$3,525/Unit	\$ \$14,100
2	2	EA	1 hour meeting with the Leadership Development Program Policy Committee	\$ \$1,175/Unit	\$ \$2,350
3	2	EA	Curricula Design and Development for the Field and Non-Field Academy Meeting	\$ \$9,415/Unit	\$ \$18,830
4	2	EA	Delivery of two half-day pilot Academies to the Executive Team and other key participants (one pilot Field Academy and one pilot Non-Field Academy)	\$ \$6,000/Unit	\$ \$12,000
TOTAL SECTION 1.1					\$ \$47,280

1.2 [D2]: and [D3]: Academy Delivery

Item No.	Est Qty	U/M	Description	Unit Cost	Total Cost
1	6	EA	Initial 12 month of Contract: 2 – hours meeting with City LDP staff	\$ \$0/Unit	\$ \$0
2	5	EA	Delivery of 5 Field Academics from FY 16 to FY 21	\$ \$27,000/Unit	\$ \$135,000
3	5	EA	Delivery of 5 Non-Field Academics from FY 16 to FY 21	\$ \$48,000/Unit	\$ \$240,000
4	10	EA	Coaching and strategizing sessions with City LDP staff for (5) Field and (5) Non-Field Academics	\$ \$250/Unit	\$ \$2,500
TOTAL SECTION 1.2					\$ \$377,500

1.3 [D4]: Supplies and Materials

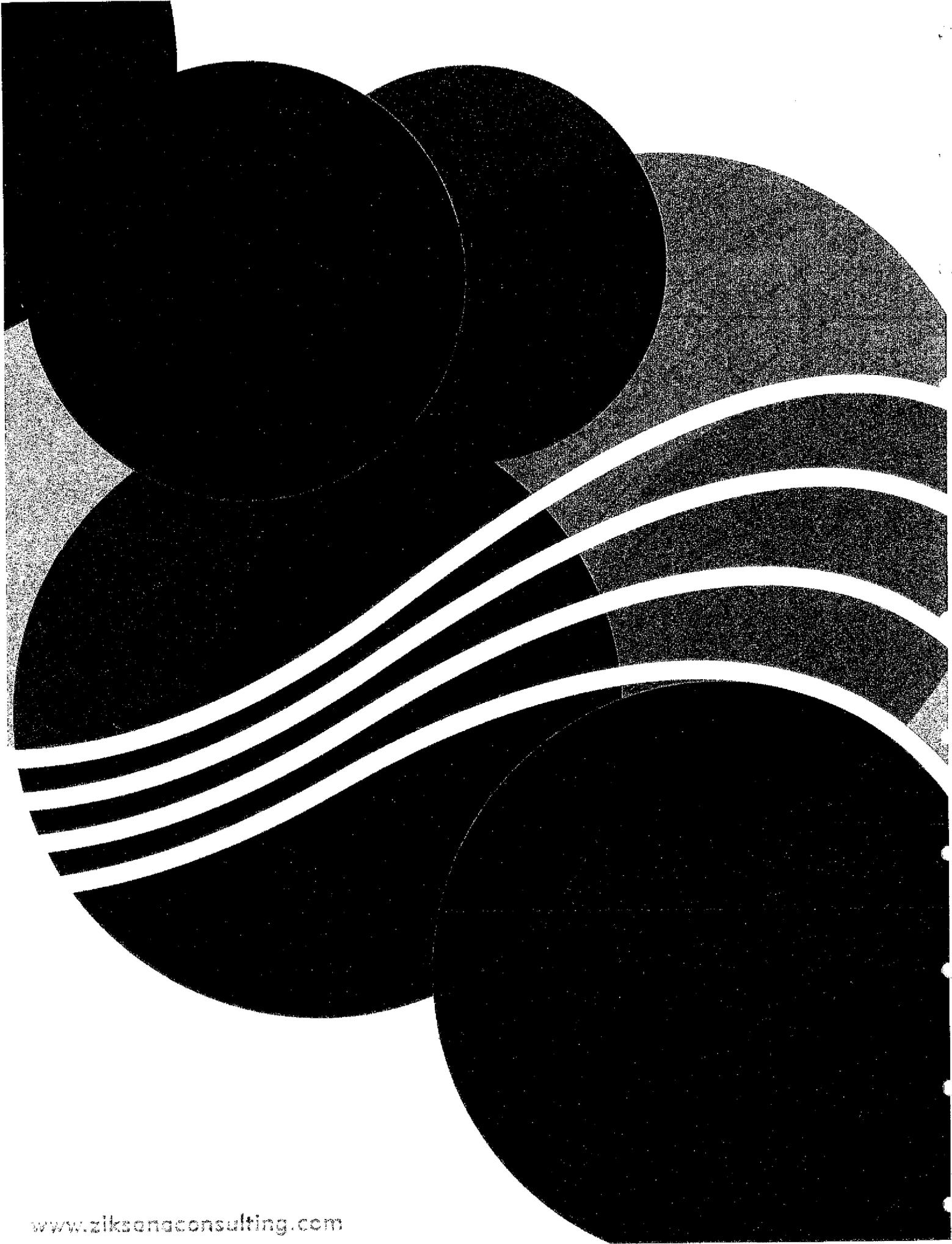
Item No.	Est Qty	U/M	Description	Unit Cost	Total Cost
1	10	EA	Provision of all supplies, materials, binders/tabs, certificates/frames, printing, and assessment instruments for Field and Non-Field Academics	\$ \$1200/Unit	\$ \$12,000
TOTAL SECTION 1.3					\$ \$12,000

1.4 [D5]: Food and Refreshments

Item No.	Est. Qty	U/M	Description	Unit Cost	Total Cost
1	5	EA	Morning and Afternoon food and refreshments for Field Academy <i>Refer to Page (16), Paragraph(s) 5A and 5B for details</i>	\$ \$900/Unit	\$ \$4,500
2	5	EA	Morning and Afternoon food and refreshments for Non-Field Academy	\$ \$1,600	\$ \$8,000
TOTAL SECTION 1.4					\$ \$12,500

1.5 [D6] and [D7]: Assessment Instruments, Reports and Project Controls

Item No.	Est. Qty	U/M	Description	Unit Cost	Total Cost
1	10	EA	Provision of Assessment Instruments, Reports, and Project Controls	\$ \$4,150/Unit	\$ \$41,500
TOTAL SECTION 1.5					\$ \$41,500
TOTAL SECTIONS 1.1 – 1.5					\$ \$490,780





CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

REQUEST FOR PROPOSALS (RFP)/CONTRACT (COVER SHEET)

Consultant: As needed Consulting Services for Leadership Development Program

Solicitation Number: 10066915-16-H

Solicitation Issue Date: August 25, 2015

Proposal Due Date and Time (Closing Date): 4:00 p.m. Pacific Time on September 29, 2015

Contract Term: As may be required for a period of five (5) years from Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.

City Contact: Viviana Hening, Principal Procurement Specialist, vhening@sandiego.gov

Recommended Pre-Proposal Conference: September 9, 2015 at 10:00 am at 1200 3rd Avenue – Suite 200, Conf Room 1, San Diego, CA 92101

Questions and Comments Due: No later than September 16, 2015 at 5:p.m.

The City's Standard Payment Terms are Net 30 Days. Proposers may offer other payment terms (e.g., 2% 20 days) but such terms will not be considered in making the award decision. If different terms are offered, the City retains the option of making payment(s) based on these terms.

State delivery time: _____ days after receipt of order. Discounted terms offered: _____ % _____ Days.

Duration of Offer: By submitting a proposal, the proposer guarantees that the offer is firm for ninety (90) calendar days commencing the day following the Closing Date. Proposer agrees to accept a resulting contract subject to the terms and conditions stated herein. If an award is not made during that period, proposer's offer shall automatically extend for another ninety (90) calendar days unless the proposer indicates otherwise in writing thirty (30) calendar days prior to the end of the first ninety (90) calendar day period to the City Contact.

Proposer _____

Street Address _____

City _____

Telephone No. _____

E-Mail _____

IF PROPOSER'S OFFER IS ACCEPTED BY THE CITY, THIS IS THE CONTRACT. Proposer is required to sign this document and return four (4) originals and six (6) copies of their proposal in sealed envelopes or cartons to the City Contact. Proposer shall also include an electronic copy of their proposal. Proposer agrees to furnish and deliver all goods and/or provide all services set forth or otherwise identified above subject to the terms and conditions specified herein. An original signature below is required. By signing below, the signer declares under penalty of perjury that she/he is authorized to sign this document and bind the proposer to the terms of this Contract.

Signature of Proposer's Authorized Representative

Signature of the City of San Diego Purchasing Agent

Approved as to Form City Attorney

Print Name

Print Name

Print Name

Title

Title

Title

Signature

Signature

Signature

Date

Date

Date

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FORMS

Contractor Standards Pledge of Compliance

Equal Benefits Ordinance Certification of Compliance

Equal Opportunity Contracting forms including the Work Force Report and Contractors

Certification of Pending Actions

ATTACHMENT

General Contract Terms and Conditions

EXHIBIT

A. Consultant References

I. PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope.

1.1 Proposal Due Date. Proposals must be received by the P&C reception desk prior to Closing Date indicated on the Cover Sheet. Faxed proposals will not be accepted. The City may consider a proposal that was mailed before the Closing Date if the City finds that acceptance of the proposal is in the City's best interests and there is no possibility of collusion or fraud in the procurement process.

1.2 Pre-Proposal Conference. Pre-proposal conference information is noted on the Cover Sheet.

1.2.1 Proposers are encouraged to attend the pre-proposal conference. Failure to attend does not relieve proposer of the responsibility to fulfill RFP and addenda requirements, and does not relieve Contractors from performing.

1.2.2 Reserved.

1.3 Site Inspection. No site inspection will be held for this RFP.

1.3.1 Reserved.

1.3.2 Reserved.

1.4 Questions and Comments. Written questions and comments must be electronically-mailed (e-mailed) to the City Contact identified on the Cover Sheet no later than the date specified on the Cover Sheet. Only written communications relative to the procurement shall be considered. E-mail is the only acceptable method for submission of questions. It is incumbent upon proposers to verify that the City has received their questions and/or comments. All questions will be answered in writing. The City will distribute questions and answers, without identification of the inquirer(s), to all proposers who are on record as having received this RFP. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.5 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff or evaluation committee members about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following items:

Tab A - Submission of Information and Forms. Proposers shall submit the following completed forms and provide the following information with their proposals:

2.1 The completed and executed Cover Sheet.

2.2 Exceptions requested by proposer, if any. If a proposer requests an exception, or exceptions, to the Specifications or the City's Contract, including the City's General Contract Terms and Provisions, the proposer must present written factual or legal justification for the request. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions and deem the bid non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting Program (EOCP) Consultant Contractor Requirements.

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Reserved.

2.9 Equal Benefits Ordinance Certification of Compliance.

2.10 Reserved.

Tab B - Executive Summary and Responses to Specifications. Proposer shall provide the following information in the order outlined below:

2.11 A title page.

2.12 A table of contents.

2.13 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

Tab C - Cost/Price Proposal (required). Proposers shall submit a detailed cost proposal.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact. While e-mail is permissible, telephonic withdrawals or modifications are not.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the Cover Sheet no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the proposal surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By signing this proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is

exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Optional Interview/Oral Presentation. The city will require proposers to interview and/or make an oral presentation if one or more proposals score within Fifteen (15) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within Fifteen (15) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interview and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a

chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

Criteria	Points
<p>1. Responsiveness to the RFP</p> <ul style="list-style-type: none"> a. Conformance to the specified RFP format. b. Understanding of the Core Requirements and Deliverables. c. Requested information included in the response is clear, brief, and thorough. d. Organization, presentation, creativity and content submittal. e. Executive summary. 	<p>12 Points</p>
<p>2. Firms Past Performance and Capability to Provide the Expertise and Service.</p> <ul style="list-style-type: none"> a. Clear, proven expertise and competence to deliver LDPs for: <ul style="list-style-type: none"> 1. Field and Plant Utility Personnel, focused on operational and field-based leadership skills for Field and Plant crew leaders and supervisors. 2. Utility personnel, in both field and non-field environments, focused on leadership skills for second-line supervisors and above. b. Demonstrated excellence of Firm's trainers/facilitators as expert facilitators, experts in their fields, and as seasoned professionals in delivering the trainings identified in the scope of work, with this target population. <ul style="list-style-type: none"> 1. Demonstrated performance in providing excellent consultation to Client regarding best practices for leading and managing these programs in all phases 2. Experience interfacing with the City of San Diego and/or other municipal projects (desirable). c. Past record of performance, using the form included in this RFP, provide up to three examples of successfully completed LDPs in which the members of the Firm's team have been actively involved in the design, delivery, and/or project administration in the past seven years, including quality of work, ability to meet deadlines, cooperation, and responsiveness to client requests. 	<p>28 Points</p>
<p>3. Staffing Plan</p> <ul style="list-style-type: none"> a. Commitment of Firms key personnel to project. b. Capacity and capability to meet City of San Diego needs in a timely manner, including delivery of Field and Non-Field Academies concurrently, and up to four Academies (two Field and two Non-Field Academies) during a period of 1 year, from the date of a fully executed contract. c. Qualifications of personnel which include Bio's of staff, and that identify which of the past projects they worked on, including their respective roles (e.g., design, delivery, and/or project administration, etc). d. Professional references of past performance are excellent. 	<p>13 Points</p>

EOC Evaluation in accordance with Council Policy 100-10 for consultant contracts – 12 points For proposals ranking as qualified or acceptable, or any higher ranking, the City shall apply a maximum of twelve (12) additional points for SLBE or ELBE participation. Points will be awarded as follows: a. 20% participation – 5 points b. 25% participation – 10 points c. SLBE or ELBE as prime contractor – 12 points	12 Points
4. Cost	20 Points
TOTAL	85 Points
5. Oral Presentations/Interviews (Optional) a. Technical Competence – understanding of project as specified in RFP. b. Previous related experience – consultant team members seasoned professionals. c. Clarity/brevity/completeness of response to questions. d. Creativity and interest of oral presentation / organization of presentation.	15 Points
GRAND TOTAL	100 points

C. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the Cover Sheet or (2) visiting the P&C e-procurement system to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

D. PROTESTS

The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

E. SUBMITTALS REQUIRED UPON NOTICE AWARD

The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Reserved.

5. Reserved.

6. Reserved.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible, responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

II. SPECIFICATIONS

A. INTRODUCTION

The City of San Diego Public Utilities Department (PUD) is requesting proposals from qualified professional consultants with experience in designing, delivering and managing leadership development programs. A goal of the leadership development initiative is to develop leadership candidates at all levels within the organization, which is considered key to managing the utility effectively. Through a formal leadership development program, PUD expects to maintain the continuity necessary to meet its mission. The Core Requirements and Deliverables are listed below and represent the central work efforts the Consultant will be responsible for performing for PUD.

B. OBJECTIVE

The City requires Consultant to provide one (1) Field Academy and one (1) Non-Field Academy per fiscal year. It is projected that there will be a total of five (5) Field Academies and five (5) Non-Field Academies during Fiscal Years 2017-2021. The anticipated number of participants over the next five (5) years, based on 30 participants per Academy, is estimated to be 150 for the Field Academies and 150 for the Non-Field Academies. The City will be responsible for oversight of the development and administration of the Leadership Development Program (LDP) and, in its sole discretion, may direct changes in the LDP provided by Consultant. The Consultant shall provide program and curriculum design as well as provide on-site classroom based instruction. The facilities where the Academies will be offered shall be provided by the City which will be facilities owned and operated by the City, and within San Diego County.

C. DEFINITIONS

Leadership Development Program (LDP): In addition to standard leadership development content described in the subsequent sections, the City desires Water and Wastewater Public Utilities focused, as well as Field and Plant-specific Leadership efforts in both the Non-Field and the Field Academies. City LDP staff will collaborate with the consultant to co-create and advise on creating the leadership content listed below.

- Using real work projects and Department- and Industry-specific scenario planning activities and case studies.
- Providing interaction opportunities with PUD Executive leadership team members in panel discussions, to be coordinated with City LDP staff.
- Providing training on participant's roles in reinforcing the Department's brand commitments - quality, value, reliability, and customer service- through walking the talk, celebration, measurement, and accountability.
- Providing orientation to the Department's Employee Opinion Survey results, high-priority issues, and results-oriented actions and behaviors of management, supervisors, and Academy participants.
- Providing an opportunity to reinforce empowerment, engagement, and inclusion through behaviorally specific actions.
- Providing a venue for organization development and culture strengthening through addressing strategic utility issues and assisting the Department in developing a one-Department mindset and help break down silos, build networks, and relationships.
- Providing a venue for building awareness of the Department-specific Tactical Plan.

- Being a vehicle for employees in Living the Department's Brand and reinforcing the Brand commitments (quality, value, reliability, and customer service) and leader's roles in reinforcing these commitments.

Field Academy: The Field Academy will focus on the development of plant and field-based leadership skills for field crew leaders, supervisors, and/or workforce members who are good candidates to become future crew leaders. The Field Academy will include a diverse group of employees representing the major Operations and Maintenance segment of the PUD.

Non-Field Academy: The Non-Field Academy is intended for second-line supervisors and above, and workforce members who are good candidates to become second-level supervisors. The Non-Field Academy will include a diverse group of employees representing each major business and operational segment of the PUD.

D. BACKGROUND AND STANDARDS

The principal responsibility of the Professional Services Consultant shall be to provide a range of services associated with developing, administering and delivering a Department-wide LDP. The City desires the LDP to include "best in class" elements of leadership academies, which include but are not limited to, the following:

- Varied instruction design and delivery methods with a focus on application of techniques
- Feedback-rich through the use of assessment instruments
- Expert facilitators
- Curriculum and program design tailored to our organization
- Results-driven, with participants emerging with Individual Development Plans
- Coaching and/or mentoring built into class time
- Networking and relationship building built into class time
- Development-oriented and designed to achieve a positive leaning climate

The City LDP staff will partner with the Consultant Team Leader and designated Consultant Team members to achieve and implement the following deliverables described below in "Development," "Academy," and "Reports and Project Controls."

E. QUALIFICATIONS/REFERENCES

Consultant shall provide the following information: List of References form is required to be completed as reflected in Exhibit A. A minimum of three (3), and not more than five (5) successfully-completed LDPs in which the members of your assembled team have been actively involved in the design, delivery and/or project administration, in the past seven (7) years are required. Should the City decide to conduct interviews, reference checks will be completed prior to interviews being scheduled and conducted.

F. LDP TEAM CONFIGURATION

City LDP Team: The City LDP Team consists of the Organization Effectiveness Supervisor and four full-time Organization Effectiveness staff dedicated to numerous PUD priorities. The organization effectiveness team will occasionally participate or partner with Consultant staff on providing subject matter expertise related to PUD-specific Water and Wastewater-industry specific content.

1. **Organization Effectiveness staff member:** One (1) staff person will be designated as the LDP Program Manager and primary Point of Contact (POC) of the LDP consultant team and contract. The primary roles and responsibilities of the LDP Program Manager will be program administration and managing the contract and consultant. Responsibilities include but are not limited to:
 - a. Recruiting and selecting all Academy participants in partnership with Executive Team members
 - b. Creating and sending communications to participants
 - c. Administering and summarizing class evaluation forms
 - d. Ensuring participant compliance with class policies and procedures
 - e. Monitoring and evaluating contractual fulfillment as needed
 - f. Monitoring and tracking the program budget
 - g. Scheduling all Academy sessions
 - h. Scheduling all meetings with the Consultant, Organization Effectiveness staff, and/or LDP Policy Committee at City Facilities
 - i. Providing audio/visual technical support including a laptop, projector, microphone (if needed) and sound system for meetings and Academy classes

2. **LDP Policy Committee (LDP PC):** The LDC PC will serve as a policy and decision-making advisory committee to this leadership development program. This committee will be a subset of PUD Executive Team members and will consist of Assistant Directors and Deputy Directors. LDP PC members will represent the major business and operations segments of our Department and provide advising and policy direction on various issues (e.g., selection of Academy participants, changes to the delivery plan proposed by the Consultant or the PUD).

3. **Consultant Team:** To enable the City to evaluate the responsibility, experience, skill, qualifications, and business standing of the Consultant, the following information must be included with the technical proposal:
 - a. Consultant shall provide names, contact information, resumes, and years of tenure for key personnel, including but not limited to the Consultant Team Leader and Consultant Team Member(s) who will be assigned and dedicated to the City. Consultant shall provide Consultant Team Member(s) who have a minimum of three (3) years prior experience in accounts of similar type, size, and scope to the requirements specified in this RFP.
 - b. Consultant shall clearly define what responsibilities the assigned Consultant Team Leader and Consultant Team Member(s) will be charged with relative to this project.
 - c. Consultant shall notify the Contract Administrator or designee in advance and in writing if there is a major company/corporate organizational or staffing change or if the dedicated Consultant Team Member(s) change.

The Consultant's dedicated Consultant Team Member(s) shall be accessible, at a minimum, by e-mail and local telephone numbers with an area code within the County of San Diego or a toll free number, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., Pacific Time excluding City holidays.

City Holidays 2015	
Thursday, January 1, 2015	New Year's Day
Monday, January 19, 2015	Martin Luther King Jr. Day
Monday, February 16, 2015	President's day
Tuesday, March 31, 2015	Cesar Chavez Day
Monday, May 25, 2015	Memorial Day
Wednesday, July 1, 2015	Floating Holiday accrued
Friday, July 3, 2015	Independence Day – Observed
Monday, September 7, 2015	Labor Day
Wednesday, November 11, 2015	Veterans Day
Thursday, November 26, 2015	Thanksgiving Day
Friday, December 25, 2015	Christmas Day

G. CORE REQUIREMENTS AND DELIVERABLES

1. Deliverable 1 [D1]: Design, Development and Pilot Academies

- a. Within the first three (3) months of the contract award: Consultant Team Leader and dedicated Consultant Team members shall attend up to four (4) 3-hour meetings with City LDP staff to review the following:
 - i. Curriculum content;
 - ii. Program administration;
 - iii. Planning and strategizing regarding best practices for creating and sustaining a collaborative partnership between Consultant and LDP staff;
 - iv. Options for assessing bottom-line and measurable results (to be described in "Reports and Project Controls)
- b. Consultant Team leader and dedicated Consultant Team member shall attend up to two (2) one-hour meetings with the Leadership Development Program Policy Committee (a sub-committee of the Department's Executive Team).
- c. Design and develop Academy curricula for the Field Academy and the Non-Field Academy. The Consultant Team will provide curriculum content design suggestions, sample powerpoints, and example class activities for review and customization in partnership with City LDP staff.
- d. Deliver two (2) half-day pilot academies to the Executive Team and other key participants: One Pilot Academy would be focused on the Field Academy and a second Pilot Academy would be focused on

the Non-Field Academy (Example: Consultant Team Leader + 2 Consultant Team Members x 8 hours (4 hours delivery plus 4 hours prep) x two (2) Pilot Academies = 48 hours).

2. Deliverable 2 [D2]: Academy Delivery –Non-Field Leadership Academy

During the initial twelve (12) months of the contract following the Design, Development and Pilot Academy Phase listed above the Consultant shall provide the following:

- a. Attend up to six (6) two (2)-hour meetings with City LDP staff. Each meeting will be approximately two (2) hours and be held at a City-owned facility and shall include the Consultant Team leader and the Consultant's Team member.
- b. Curriculum design;
- c. Program administration;
- d. Planning and strategizing regarding best practices for creating and sustaining a collaborative partnership between Consultant and City LDP staff;
- e. In contract years 2 through 5, City and Contractor will meet up to six (6) times per year for a two (2)-hour meeting for discussion of items described in 5a-c above.
- f. Deliver Academies as further delineated in the sections below.
- g. Provide coaching and strategizing with City LDP staff (e.g., in between classes, post-academies, and prior to an Academy), including areas such as group dynamics, curriculum effectiveness, and refinement based upon participant feedback and evaluations, program administration, and best practices for managing these programs.

Participant Classifications: Examples of potential employee classifications that may be selected to attend the Non-Field Academy include, but are not limited to:

- Information Systems Analyst III or IV
- Marine Biologist III
- Plant Process Control Supervisor
- Senior Civil Engineer
- Senior Customer Service Representative
- Senior Management Analyst
- Senior Water Utility Supervisor
- Supervising Field Representative
- Supervising Management Analyst
- Wastewater Operations Supervisor
- Water Distribution Operations Supervisor
- Water Systems Technician Supervisor

Class specifications and descriptions can be found at the following link:

<http://www.sandiego.gov/empopp/about/classspeccs.shtml>

Non-Field Academy Participant Description: All employees in good standing (i.e., no recent disciplinary action) are eligible to apply and attend. Employees who will be considered highly desirable will also meet the following selection criteria:

- i. Employee has a vested interest in continuing their leadership growth within the organization.
- ii. Second-line supervisor or above, or in classifications identified as second-line supervisors, or anyone currently supervising a supervisor.
- iii. Employee has completed any four (4) of the following training courses: sexual harassment training, discipline and rewards training, diversity training, appointing authority interview training, reasonable suspicion training, employee performance review training, threat management training, Supervisor's Academy, past City Management Academy, or past PUD Management Academy.

Participant Expectations: Attending the Non-Field Academy is considered a rewarding and special training experience set aside for "future stars" and leaders of the organization. Non-Field Academy participants are expected to arrive 10 minutes before class starts, stay for the entire duration of the class unless an emergency arises, and fully participate and engage in course topics and activities with phones on silent mode. Participants are expected to keep class discussion issues anonymous and not share confidential information that may arise in the course of discussion outside of class. Participants are allowed to miss up to 2 sessions and still "graduate" from the program but they must make-up the classes at a future Academy session.

Course Duration and Curriculum Components: It is proposed that the Non-Field Academy will consist of eight (8) full-days, delivered over an eight (8) week period, covering core competencies to be determined collaboratively by Utility Leadership Development Program staff and PUD management, with input from the consulting firm.

Approved by the PUD's Executive Team, the following is a summary of the top twelve (12) Leadership Competency Categories and sub-themes that were identified in a Leadership Skills Needs Assessment, which may be represented in the curriculum of each Non-Field Academy provided by Consultant:

1. *Admirable Leadership:* Develop skills and awareness to lead with integrity, respect, recognition, trust, consistency, fairness, and ethics. Walk the walk, and lead by example.
2. *Developing High Performing Teams:* Learn models and approaches to develop a positive and productive climate, clarity and alignment of team vision, mission, goals, roles and responsibilities, policies and procedures and team norms.
3. *Managing Conflict:* Develop enhanced conflict management skills for effective problem solving and interpersonal and team effectiveness.
4. *Performance Management, Coaching, & Development of Others:* Develop skills and awareness for addressing performance issues fairly, consistently, and in a development-oriented manner that maintains good working relationships. Learn to recognize and reward team members for a job well done. Develop skills to move from buddy to boss. Central to this category is a focus on "celebrating a positive culture". Participants learn to use formal Rewards & Recognition tools and how to leverage the power of informal "tools" such as developmental coaching, inclusion, and celebrating successes.
5. *Leading & Managing Change:* Develop skills and approaches for being resilient and adaptive to change. Learn how to overcome resistance, and to lead individuals and work groups through change.
6. *Enhancing Communication Skills:* Develop awareness of your own and others communication styles and strengths. Hone your communication skills and messaging to more effectively listen and convey information.

7. *Strategic Thinking & Planning*: Develop understanding of the Department's Strategic Plan, including mission, vision, goals, and initiatives, and how your section and division is contributing to achievement of strategic goals and initiatives. Develop awareness of creating good short- and long-term goals aligned with the bigger picture.
8. *Empowering Yourself & Others*: Take personal initiative to be responsible and accountable, and develop the habits, skills, and mindset to effectively delegate responsibility and authority to others, and hold others accountable.
9. *Effective Presentation Skills*: Develop effective, confident, and skillful presentation skills tailored to your audience. Building awareness of leadership and management perspectives for effective messaging, influence, and persuasive presentations.
10. *Emotional Intelligence (EI/EQ)*: Develop increased capacity to be aware of, control, and express one's emotions, and to have self-awareness to handle interpersonal relationships judiciously and empathetically.
11. *Living the Brand*: Understand what it means for employees in each Division to support quality, value, reliability, and customer service, and how we support their connection to these commitments. Develop awareness to create and sustain an enhanced culture by walking with pride and being empowered.
12. *Effective Business Writing Skills*: Develop effective and persuasive writing skills for emails and reports.

Additional Activities: These activities should support core learning objectives of the curriculum. Additional curriculum may be developed and delivered by City LDP staff. We anticipate utilizing internal City and PUD resources for presentations and/or participation in expert panels on some topics. The curriculum may include an "industry tour" (e.g., desalination plant, private sector facility, or other water agency facilities) within San Diego County. In addition, City LDP staff is interested in including some very safe low-level ropes activities in the program (e.g. electric maze, etc.). These activities stress teamwork and problem-solving, combining creativity and cooperation with individual and team challenges.

3. **Deliverable 3 [D3]: Academy Delivery –Field Leadership Academy**

The Field Academy will focus on the development of plant and field-based leadership skills for field crew leaders, supervisors, and/or workforce members who are good candidates to become future crew leaders. The Field Academy will include a diverse group of employees representing the major Operations and Maintenance segment of the PUD. The ideal candidates will be crew leaders and above from Water and Wastewater Treatment plants, Water System Operations, Wastewater Collection System, Water and Wastewater Construction and Maintenance crews, and some Customer Service meter readers.

Participant Classifications: Examples of potential employee classifications that may be selected to attend the Field Academy include, but are not limited to:

- Electrician
- Electrician Supervisor
- Equipment Operator II, III
- Equipment Technician II, III
- Field Representative
- Heavy Truck Driver II
- Instrumentation and Control Technician
- Plant Process Control Electrician

- Plant Technician II, III
- Power Plant Operator
- Power Plant Supervisor
- Ranger/Diver II
- Reservoir Keeper
- Water Systems Technician III

Class specifications and descriptions can be found at the following link:

<http://www.sandiego.gov/empopp/about/classspecs.shtml>

Field Academy Participants: All employees in good standing (i.e., no recent disciplinary action) are eligible to apply and attend. Employees who will be considered highly desirable will also meet the following selection criteria:

1. Employee has a vested interest in continuing their leadership growth within the organization.
2. Employee is a field- or plant-based crew leader or supervisor
3. Employee has completed any four (4) of the following training courses: sexual harassment training, discipline and rewards training, diversity training, appointing authority interview training, reasonable suspicion training, employee performance review training, threat management training, Supervisor's Academy, or past PUD Field Academy.

Participant Expectations: Attending the Field Academy is considered a rewarding and special training experience set aside for "future stars" and leaders of the organization. Field Academy participants are expected to arrive 10 minutes before class starts, stay for the entire duration of the class unless an emergency arises, and fully participate and engage in course topics and activities with phones on silent mode. Participants are expected to keep class discussion issues anonymous and not share confidential information that may arise in the course of discussion outside of class. Participants are allowed to miss up to 2 sessions and still "graduate" from the program but they must make-up the classes at a future Academy session.

Additional Activities: These activities should support core learning objectives of the curriculum. Additional curriculum may be developed and delivered by City LDP staff. We anticipate utilizing internal City and Department resources for presentations and/or participation in expert panels on some topics. The curriculum may include an "industry tour" (e.g., desalination plant, private sector facility, or other water agency facilities) within San Diego County. In addition, City LDP staff is interested in including some very safe low-level ropes activities in the program (e.g. electric maze, etc.). These activities stress teamwork and problem-solving, combining creativity and cooperation with individual and team challenges.

Course Duration and Curriculum Components: It is proposed that the Field Academy will consist of seven (7) days, delivered over an 8-week period, with the first and last days being full days, and days two through six being half-day sessions.

4. Deliverable 4 [D4]: Supplies and Materials for both Field and Non-Field Academies

Provision of all supplies, materials, binders/tabs, graduation certificates, printing, and assessment instruments. Binders should be 2.5 or 3-inch, 3-ring binders, and have PUD's Branding materials inserted

in the front and spine of the binder. There should be a tab for each day of the Academy. Details will be determined collaboratively with the City LDP staff.

5. Deliverable 5 [D5]: Food & Refreshments for both Field and Non-Field Academies

- a. Non-Field Academy: Consultant shall provide morning and afternoon food and refreshments daily for 30 students per academy. Food and refreshments shall consist of the following:
 - i. Catered breakfast: bagels and cream cheese, juice and coffee;
 - ii. Lunch to consist of a catered "hot lunch," providing one hot main course item and one to two side dishes, such as one burrito with rice and beans on the side, or one piece of chicken or a vegetarian main dish with a side salad and rice pilaf;
 - iii. Refreshments include coffee, soda, and a cookie.
- b. Field Academy: Consultant shall provide morning and afternoon food and refreshments for the first and last day of the 7-day Academy, with 30 students per academy. Food and refreshments provided on days 1 and 7 (full class days) shall consist of the following:
 - i. Catered breakfast: bagels and cream cheese, juice, and coffee;
 - ii. Lunch shall consist of a catered "hot lunch," providing one hot main course item and one to two side dishes, such as one burrito with rice and beans on the side, or one piece of chicken or a vegetarian main dish with a side salad and rice pilaf;
 - iii. Refreshments include coffee, soda, and a cookie.
 - iv. Days 2 through 6, which are half day sessions, will consist of breakfast food and refreshments only.

6. Deliverable 6 [D6]: A minimum of Two (2) Assessment Instruments:

The curriculum for both Field and Non-Field Academies shall be customized to meet the needs and operational realities of the organization and provide feedback-rich learning opportunities via a variety of assessment instruments. Consultant shall utilize a minimum of (2) assessment instruments for each academy, with at least one instrument focused on emotional intelligence. Feedback to participants shall be coordinated with City LDP staff. These instruments can be the same instruments as those used in the Non-Field Academy. A 360-degree instrument is not required for the Field Academy. The Consultant can recommend one of the assessment instruments. Past Assessment Instruments used in prior Field Academies include the Strengthsfinder and the Strengths Deployment Inventory.

Specific areas of focus for the program will be determined collaboratively by City LDP staff and PUD management, with input from the consulting firm. Examples of competencies to emphasize in this development effort include best practices in crew leadership and supervision skills, such as: Transitioning from "Buddy" to "Boss;" Leading by Example; Accountability to Time and Quality of Work; Comfort with and Ability to Implement Discipline; How to Deal with Push-back from Crew Members; and Confrontation between Crew Members; Communication Skills; Awareness of Interaction Styles; Creating an Inclusive Culture; Coaching for Peak Performance and Productivity; Tailgate Meeting Leadership and Facilitation skills; and Change Resilience Skills.

7. Deliverable 7 [D7]: Reports & Project Controls for Field and Non-Field Academies

- a. Class Reports: Within 2 weeks of completion of a class, provide a post-class Class Report (not to exceed one page) for each day of each Academy covering what was actually delivered/covered, areas

and course content that went well, areas and course content in need of improvement, and recommendations for any changes to course content or scheduled activities for future classes. The City LDP Staff will administer and summarize daily course evaluation forms from participants and provide these to the Consultant for inclusion in their Final Reports. A total of 7 Class Reports will be generated for the Field Academy (1 per class day), and 8 Class Reports will be generated for the Non-Field Academy (1 per class day).

- b. Program Maintenance Sessions: Consultant will provide coaching and strategizing with City LDP staff (e.g., in between classes, post-academies, and prior to an Academy), including areas such as group dynamics, curriculum effectiveness, and refinement based upon participant feedback and evaluations, program administration, and best practices for managing these programs.
- c. Final Reports: A final report (not to exceed one page) is due 30 days after the final course (graduation) is completed for both Field and Non-Field Academies. Final Report results will be reviewed and discussed with LDP staff at scheduled Program Maintenance meetings. The Report format will be co-developed between the Consultant and City LDP staff. The Report should include a summary of what was actually delivered/covered, areas and course content that went well, areas and course content in need of improvement, and recommendations for any changes to course content or scheduled activities for future classes. Content can be summarized from the Class Reports and the Consultants (instructor) experiences.

H. TIMELINE

The City desires the following draft timeline be met by the successful Consultant upon award of contract. This tentative schedule will be finalized, taking into consideration the contract start date of Consultant and City operational requirements.

Week 1 – 2	Kick Off Meeting with City LDP staff and Consultant team: Review requirements, and begin to discuss items referenced in Core Requirements and Deliverables above.
Week 3	City and Consultant meet to review proposed draft of curricula outlined for pilot Non-Field & Field academies, and other items referenced in Core Requirements and Deliverables above.
Week 4-5	City reviews materials submitted by Consultant for acceptability and reports to Consultant modifications, as needed based on City’s requirements for incorporation into the program.
Week 6	First Meeting with the Policy Committee. Incorporate changes, as applicable, as directed by the City.
Week 6 - 7	City and Consultant meet for status review and ensuring alignment and progress.

Week 8	Consultant shall submit final drafts of: (a) curriculum designs with handouts, PowerPoint slides; and (b) provision of final drafts of all supplies, materials, binders/tabs, certificates /frames, and assessment instruments for City review and acceptance.
Week 9	City review and acceptance.
Week 10 – 12	Preparation for delivery of two (2) half-day pilot academies to the Executive Team and other key participants.

III. PRICE SCHEDULE

A. Pricing

1. City's Estimated Need

Pricing for Core Requirements and Deliverables as specified in RFP, Section G

1.1 [D1]: Design, Development, and Pilot Academies

Item No.	Est Qty	U/M	Description	Unit Cost	Total Cost
1	4	EA	3 hour meetings with City LDP Staff (occurring months 1 – 3 after contract award)	\$	\$
2	2	EA	1 hour meeting with the Leadership Development Program Policy Committee	\$	\$
3	2	EA	Curricula Design and Development for the Field and Non-Field Academy Meeting	\$	\$
4	2	EA	Delivery of two half-day pilot Academies to the Executive Team and other key participants (one pilot Field Academy and one pilot Non-Field Academy)	\$	\$
TOTAL SECTION 1.1				\$	\$

1.2 [D2]: and [D3]: Academy Delivery

Item No.	Est Qty	UM	Description	Unit Cost	Total Cost
1	6	EA	Initial 12 month of Contract: 2 – hours meeting with City LDP staff	\$	\$
2	5	EA	Delivery of 5 Field Academics from FY 16 to FY 21	\$	\$
3	5	EA	Delivery of 5 Non-Field Academics from FY 16 to FY 21	\$	\$
4	10	EA	Coaching and strategizing sessions with City LDP staff for (5) Field and (5) Non-Field Academics	\$	\$
TOTAL SECTION 1.2				\$	\$

1.3 [D4]: Supplies and Materials

Item No.	Est Qty	UM	Description	Unit Cost	Total Cost
1	10	EA	Provision of all supplies, materials, binders/tabs, certificates/frames, printing, and assessment instruments for Field and Non-Field Academics	\$	\$
TOTAL SECTION 1.3				\$	\$

1.4 [D5]: Food and Refreshments

Item No.	Est Qty	U/M	Description	Unit Cost	Total Cost
1	5	EA	Morning and Afternoon food and refreshments for Field Academy <i>Refer to Page (16), Paragraph(s) 5A and 5B for details</i>	\$	\$
2	5	EA	Morning and Afternoon food and refreshments for Non-Field Academy	\$	\$
TOTAL SECTION 1.4				\$	\$

1.5 [D6] and [D7]: Assessment Instruments, Reports and Project Controls

Item No.	Est Qty	U/M	Description	Unit Cost	Total Cost
1	10	EA	Provision of Assessment Instruments, Reports, and Project Controls	\$	\$
TOTAL SECTION 1.5				\$	\$
TOTAL SECTIONS 1.1 – 1.5				\$	\$

2. Discounts. Any discount offered other than for prompt payment should be included in the net price quoted instead of shown as a separate item.

3. Prices Submitted or Corrected. All prices and notations must be written in ink or typed. Responses must be free of erasures. Corrections must be initialed in ink by the person signing the proposal.

4. Manufacturer's Price List. Proposers must submit a current manufacturer's price list with the proposal.

5. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

(contract price – lowest price)

$$\left(1 - \frac{\text{contract price} - \text{lowest price}}{\text{lowest price}}\right) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100)) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

6. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

7. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

8. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

IV. CONTRACT

A. Contract Documents. The following documents comprise the Contract between the City and Contractor: this RFP and Cover Sheet; the successful proposal; the Notice of Intent to Award; the City's written acceptance of exceptions or clarifications to the RFP, if any; and the City's General Contract Terms and Provisions.

B. Contract Interpretation. The Contract Documents completely describe the goods and/or services to be provided. Contractor will provide any goods and/or services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe goods or services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

C. Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The document highest in the order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict, and the more specific language will control. The order of precedence, from highest to lowest, is as follows:

1st This RFP and Cover Sheet

2nd The City's written acceptance of any exceptions to clarifications to the RFP, if any

3rd Specifications and any addenda thereto

4th Contractor's Pricing Page(s)

5th All sections of the RFP not identified above

6th City's General Contract Terms and Provisions

D. Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

E. Public Agencies. Other public agencies as defined by California Government Code section 6500 may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent agreement between Contractor and another public agency.

ATTACHMENT

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment.

City contractors must submit the required EOCP documentation indicated below with their proposals. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Minority Business Enterprise (MBE): a certified business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, Latinos, or a combination and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

Women Business Enterprise (WBE): a certified business which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

Disadvantaged Business Enterprise (DBE): a certified business which is at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.

Disabled Veteran Business Enterprise (DVBE): a certified business which is at least fifty-one percent (51%) owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(ies). The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principal place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months. This definition is subsumed within the definition of Small Local Business Enterprise.

Principal Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of its overall customers or sales dollars.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Commercially Useful Function: an SLBE/ELBE performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit

claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

III. Disclosure of Criminal Complaints.

As part of its bid or proposal, Contractor shall provide (Attachment AA) to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

IV. Work Force Report and Equal Employment Opportunity Outreach Plan.

A. Work Force Report. Contractors shall submit with their bid or proposal a Work Force Report for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity (EEO) Plan to the City for approval.

B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an Equal Employment Opportunity Outreach Plan (EEOP) has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements. The City has adopted a Small and Local Business Enterprise (SLBE) program for Consultant Contracts. SLBE program requirements for Consultant Contracts are set forth Council Policy 100-10.

A. SLBE and ELBE Participation for Contracts Valued Over \$50,000:

1. For proposals ranking as qualified or acceptable, or any higher ranking, the City shall apply a maximum of 12 additional points for SLBE or ELBE participation. Points will be awarded as follows:
 - a. 20% participation – 5 points
 - b. 25% participation – 10 points
 - c. SLBE or ELBE as prime contractor – 12 points
2. All goods, services and consultant contracts valued over \$50,000 or more have a voluntary SLBE/ELBE participation goal of twenty percent (20%). For the

purposes of this Council Policy, the subcontractor requirement may be met by a provider of materials or supplies.

VI. Demonstrated Commitment to Equal Opportunity.

The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.

A. Contractors are required to submit the following information with their bid or proposal:

1. **Past Participation Levels.** Listing of Contractor's Subcontractor participation levels (Attachment DD) achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, Subcontractor firm's name, percentage of Subcontractor firm's participation, and identification of Subcontractor firm's ownership as a certified Small or Emerging Local Business Enterprise, Woman Business Enterprise, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise. To receive points, provide valid proof of certification.
2. **Equal Opportunity Employment.** Provide detailed written narrative of Contractor's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Contractor's *Workforce Report* as compared to the County's Labor Force Availability.
3. **Community Activities.** Provide detailed written narrative of Contractor's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.

B. In accordance with the City's Equal Opportunity Commitment, the City will consider the three factors described above as part of the RFP evaluation process.

VII. Certification.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.

D. Current certification by the City of Los Angeles as DBE, WBE or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with RFP.

VIII. List of Attachments.

AA. Contractors Certification of Pending Actions

BB. Work Force Report

CC. Subcontractors Past Participation List

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: _____

Certified By _____ Title _____
Name

_____ Date _____
Signature

USE ADDITIONAL FORMS AS NECESSARY



City of San Diego
EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue • Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: _____

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: () _____ Fax Number: () _____

Name of Company CEO: _____

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: () _____ Fax Number: () _____

Type of Business: _____ Type of License: _____

The Company has appointed: _____

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: _____

Telephone Number: () _____ Fax Number: () _____

One San Diego County (or Most Local County) Work Force - Mandatory

Branch Work Force * Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of _____

(Firm Name)

hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this _____ day of _____, 20____

(Authorized Signature)

(Print Authorized Signature Name)

NAME OF FIRM: _____ DATE: _____
 OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

I. INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

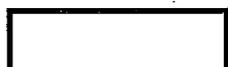
- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees



Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Brick, Block or Stone Masons													
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column														
Grand Total All Employees	<input style="width: 100%; height: 20px;" type="text"/>													
Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:														



CITY OF SAN DIEGO WORK FORCE REPORT

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one contractor to another, it is important that the data we receive from the Contractor firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from

Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.^{1,3} In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one¹, two² & three³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

Exhibit A: Work Force Report Job categories-Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers

Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers

Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

Exhibit B: Work Force Report Job categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Roofers
All other Construction Trades

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters

Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

Exhibit A
Consultant References

Please Complete the Following Performance Description Form for a Minimum of Three (3) Clients (and not more than Five (5) in a recent Leadership Development Program (LDP)

Item	Required Information
1.	Client Name.
2.	Contact Person and Telephone Number.
3.	Dates of Delivery.
4.	Consultants on Team: (Roles/courses Delivered, etc.).
5.	Courses developed/delivered (e.g., Communication/Collaboration; Change Leadership; Admirable Leadership; Political Acumen; Technical/Professional Competence; Resource Management).
6.	Successful completion of LDPs- Number of participants enrolled and number of participants who successfully completed the program.
7.	Performance ranking of the program and courses by the participants (e.g. Avg. overall rating by participants for this offering).
8.	Cost of past programs - Cost per participant and cost for development.
9.	Type of client organization - Federal, State, or local Government, other utilities, Special Act Districts, and private industry.
10.	Client evaluation of the program/courses.
11.	Awards and/or commendations received from the client.
12.	Consultant Comments.



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I
SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II
CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32. The Purchasing Agent must sign all Contract amendments.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and conditions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and conditions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or

received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V
ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or

services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint

venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Material Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Material Safety Data Sheet for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or

other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a "works for hire" as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor's own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall not begin any performance under this Contract until it has (1) provided City insurance certificates and endorsements reflecting evidence of all insurance and endorsements required and described herein and in the Specifications; (2) obtained City approval of each insurance company or companies; and (3) confirmed that all policies contain the special

provisions required herein and the Specifications. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Contract, shall not be deemed limited in any way to the insurance coverage required herein or in the Specifications. Maintenance of specified insurance coverage is a material element of this Contract, and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Contract may be treated by City as a material breach of contract. City reserves the right to require Contractor to submit copies of any policy upon reasonable request by City. The requirements of this section do not apply to contracts for goods, unless otherwise required in the Contract Specifications.

All policies shall include, and the insurance certificates shall reflect, a 30-day non-cancellation clause that provides thirty (30) days written notice by certified mail to City prior to any material change or cancellation of any of said policies.

Contractor shall not modify any policy or endorsement thereto which increases City's exposure to loss for the duration of this Contract.

Contractor shall maintain insurance coverage at its own expense as follows:

7.2.1 Commercial General Liability. Commercial General Liability (CGL) insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all bodily injury, personal injury, advertising injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

7.2.2 Commercial Automobile Liability. For all of Contractor's automobiles including owned, hired and non-owned automobiles, Contractor shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. The insurance certificate shall reflect coverage for any automobile (any auto).

7.2.3 Workers' Compensation. For all of Contractor's employees who are subject to this Contract and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employer's liability coverage, and Contractor shall provide an endorsement that the insurer waives the right of subrogation against City and its respective elected officials, officers, employees, agents, and representatives.

7.2.4 Professional Liability. For consultant contracts, Contractor shall obtain Professional Liability coverage with limits of at least \$1 million per occurrence and \$2 million aggregate, covering the risk of errors and omissions, negligent acts and costs of claims/litigation, including investigation and court costs. If the coverage is written on a "claims-made" form,

Contractor must ensure that the policy retroactive date is before the date of the contract is awarded, that coverage is maintained during the duration of performance of the contract or the contract period (whichever is longer) and the policy has a reporting period or run-off provision of at least three (3) years following completion or termination of the performance of professional services under this Contract.

7.3 Deductibles. All deductibles or retentions on any policy shall be the sole responsibility of Contractor and shall be disclosed to City at the time the evidence of insurance is provided.

7.4 Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this Contract, shall only be carried by insurance companies with a current rating of at least "A-, VI" by A.M. Best Company that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Required Endorsements. The following endorsements to the policies of insurance are required to be provided to City before any performance is initiated under this Contract.

7.5.1 Commercial General Liability Insurance Endorsements.

Additional Insured. To the fullest extent allowed by law, including but not limited to California Insurance Code section 11580.04, the policy or policies must be endorsed to include as an insured City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

Primary and Non-contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of City, its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by City, its elected officials, officers, employees, agents and representatives shall be in excess of Contractor's insurance and shall not contribute to it.

Severability of Interest. The policy or policies must be endorsed to provide that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

7.5.2 Automobile Liability Insurance Endorsements

Additional Insured. To the fullest extent allowed by law, including but not limited to California Insurance Code section 11580.04, the policy or policies must be endorsed to include as an Insured City and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor.

Primary and Non-contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Automobile Liability policy or policies is primary to any insurance or self-insurance of City, its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by City, its elected officials, officers, employees, agents and representatives shall be in excess of Contractor's insurance and shall not contribute to it.

Severability of Interest. The policy or policies must be endorsed to provide that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

7.5.3 Worker's Compensation Insurance Endorsements.

Waiver of Subrogation. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against City, its elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for City.

7.6 Reservation of Rights. City reserves the right, from time to time, to review Contractor's insurance coverage, limits, deductible, and self-insured retentions to determine if they are acceptable to City. City will reimburse Contractor for the cost of the additional premium for any coverage requested by City in excess of that required by this Contract, without overhead, profit, or any other markup.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and conditions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy

100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

9.1.10 Business Tax Certificate. Any company doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom

Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.